

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICE LIST

General Purpose Commercial Information Technology Equipment, Software and Services

Special Item No.	132-3 Leasing of Product
Special Item No.	132-40 Cloud Computing Services
Special Item No.	132-51 Information Technology Professional Services
Special Item No.	132-52 Electronic Commerce Services

SPECIAL ITEM NUMBER 132-3 LEASING OF PRODUCT

FSC/PSC Class of W070 LEASE-RENT OF ADP EQ & SUPPLIES

FSC/PSC CLASS W058

Note: The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease.

SPECIAL ITEM NUMBER SIN 132-40 – CLOUD COMPUTING SERVICES

FPDS Code D305 IT and Telecom- Teleprocessing, Timeshare, and Cloud Computing

SPECIAL ITEM NUMBER SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: Offerors and Agencies are advised that the Group 70 - Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 2: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

SPECIAL ITEM NUMBER SIN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D304	Internet Access Services
FPDS Code D399	Other Data Transmission Services, Not Elsewhere Classified- Except "Voice" and Pager Services

Contact Information:

AT&T Corp.
3033 Chain Bridge Road Oakton, VA 22124
Randall Blandin (571)354-4095
<http://www.att.com/gov>
Contract Number: GS-35F-0249J
Period Covered by Contract: February 22, 1999 through February 21, 2019
General Services Administration
Federal Supply Service
Price List current through Modification #0102, Effective Dated July 19, 2016

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage System (<http://www.gsaadvantage.gov>).

Trademark Acknowledgments

Every effort has been made to identify trademark information in the accompanying text. However, this information may unintentionally have been omitted in referencing particular products. Product names that are not so noted may also be trademarks of their respective manufacturers.

Fastar is a registered trademark of AT&T.

PacketStar is a registered trademark of Lucent Technologies Inc.

OptiStar is a registered trademark of Lucent Technologies Inc.

Windows NT is a registered trademark of Microsoft

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1.0

Customer Information



CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
132-3	Leasing of Product
132-51	Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING
132-52	Electronic Commerce Services

**Cooperative Purchasing (RC) and Disaster Recovery (STLOC) are available.

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: (Government net price based on a unit of one) See Price List on page 184

1c. HOURLY RATES (Services only):
 See Price List on page 210

2. MAXIMUM ORDER*:

<u>SIN</u>	<u>MAXIMUM ORDER</u>
132-3	\$500,000/per Order
132-51	\$500,000/per Order
132-52	\$500,000/per Order

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic & Overseas

The geographic scope of this contract for network services is the 48 contiguous states and the District of Columbia. For Dedicated Hosting Services- Managed Service, International hosting options are available. Orders for Dedicated Hosting Services - Managed Service must be placed domestically in the 48 contiguous states and the District of Columbia. Overseas activities are available for AT&T Managed Internet Service, DSL Services, and Business Internet Services. Professional Services offered under SIN 132-51 are available worldwide.

5. POINT(S) OF PRODUCTION: N/a

6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.



7. **QUANTITY DISCOUNT(S):** **SEE 132-52 – Netbond or
SIN 132-52 –Netbond additional discounts are available for term commitment:

Term Discount	Additional Discount
12 Months	3%
24 Months	6%
36 Months	10%

*Volume: Longer term (greater than three years) and higher revenue (greater than \$1 million) an addition 1% to 5%

8. **PROMPT PAYMENT TERMS:** 0% Net 30 Days

9.a **Government Purchase Cards must be accepted at or below the micro-purchase threshold.**

9.b **Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**

10. **FOREIGN ITEMS:** N/A

11a. **TIME OF DELIVERY:**

<u>SIN</u>	<u>Delivery</u>
132-3	Negotiated at the task order level.
132-51	30 Days
132-52	45 Days*

*AT&T will have Managed Internet Services, Digital Subscriber Line (DSL) Services, Business Internet Services and Dedicated Hosting Services-Managed Service available 45 days after AT&T purchase and sales order approval, or as negotiated between the Ordering Office and the Contractor.

11b. **EXPEDITED DELIVERY:** Negotiated at the task order level.

11c. **OVERNIGHT AND 2-DAY DELIVERY:** Overnight and 2-day delivery are available. Contact the Contractor for rates.

11d. **URGENT REQUIRMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. **FOB POINT:** Destination

13a. **ORDERING ADDRESS:**

SIN 132-3 (Leasing)



Ordering Address:	Payment Information	Contract Information
AT&T Corp. 3033 Chain Bridge Rd. Oakton VA 22124 Billing Inquires	AT&T Corp. PO Box 9007 Carol Stream, IL 60197-9007 Billing Inquiries:(800) 328-2988, Prompt 2	Randall Blandin (571)354-4095 rb5624@att.com

SIN 132-51 (IT Professional Services)

Ordering Address:	Payment Information	Contract Information
AT&T Corp. 3033 Chain Bridge Rd. Oakton VA 22124	AT&T Corp. 3033 Chain Bridge Rd. Oakton VA 22124 (571) 354-4602	Randall Blandin (571)354-4095 rb5624@att.com

SIN 132-52(Electronic Commerce (EC) Services)

- AT&T Managed Internet Services (MIS)
- AT&T Digital Subscriber Line Internet Service (DSL)
- AT&T Managed Security Services – Token Authentication Service
- AT&T Managed (R)egistered e-Mail Service Description
- AT&T Single-Site Local Area Network (LAN) IP Telephony Service
- AT&T Custom Managed Virtual Private Network Service (CM-VPNS)
- AT&T Telepresence Solutions (ATS)
- AT&T Internet Protect (AIP) Service

Ordering Address:	Payment Information	Contract Information
AT&T Corp. 3033 Chain Bridge Rd. Oakton VA 22124	AT&T Corp. PO BOX 9007 Carol Stream, IL 60197-9007 Billing Inquiries:(800) 328-2988, Prompt 2	Randall Blandin (571)354-4095 rb5624@att.com

SIN 132-52 (Electronic Commerce (EC) Services)

- AT&T Managed Internet Services (MIS) / Access Charges
- AT&T Dedicated Hosting Services Managed Service
- AT&T Digital Subscriber Line Internet Service (DSL)
- AT&T Cloud Based Services

Ordering Address:	Payment Information	Contract Information
AT&T Corp. 3033 Chain Bridge Rd. Oakton VA 22124	AT&T Corp. PO BOX 105068 Atlanta, GA 30348-5068 (800)235-7524	Randall Blandin (571)354-4095 rb5624@att.com

SIN 132-52 (Electronic Commerce (EC) Services)



-AT&T Business Internet Service (BIS)

Ordering Address:	Payment Information	Contract Information
AT&T Corp. 3033 Chain Bridge Rd. Oakton VA 22124	AT&T Corp. PO BOX 9007 Carol Stream, IL 60197-9007 Billing Inquiries:(800) 328-2988, Prompt 2	Randall Blandin (571)354-4095 rb5624@att.com

- 13b. **ORDERING PROCEDURES:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).
14. **PAYMENT ADDRESS:** Same as contractor or insert address if different
15. **WARRANTY PROVISION:** Warranty of Merchantability
16. **EXPORT PACKING CHARGES:** N/a
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** See 9a and 9b
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/a
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/a
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/a
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/a
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/a
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/a
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/a
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/a
- 24b. **Section 508 Compliance for Electronic and Information Technology (EIT):** If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: Section 508 does not apply to AT&T Managed Internet Service, DSL Services, and Dedicated Hosting Services-Managed Service as these services and products

are located in spaces frequented only by service personnel for the maintenance, repair, or occasional monitoring of equipment.

For AT&T Business Internet Service and Token Authentication the following paragraph applies:

EIT delivered under this contract and listed below shall be capable, at the time of its delivery, when used in accordance with the contractor's associated documents, and other written information provided to the government, of providing comparable access to individuals with disabilities consistent with the provisions of the Architectural and Transportation Barriers Compliance Board set out in 36 C.F.R. Part 1194 applicable to this contract at the time of award, provided that any assistive technologies used with the listed EIT properly interoperates with it and other assistive technologies. The EIT standard can be found at: www.Section508.gov/.

25. **DUNS NUMBER:** 621599893 and Cage Code 0LUL1
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.

Taxes, Fees, and Surcharges

The prices in this price list are in U.S. dollars and are exclusive of federal, state, and local taxes, which AT&T will assess as a separate line item(s) on the bill. In addition, AT&T may assess, as a separate line item(s) on the bill, charges to recover AT&T's expenses associated with Universal Service Fund charges, Primary Interexchange Carrier Charges and other taxes and charges that may be assessed, or changed from time to time, by the federal government or by state or local governments.

2.0

**Terms and Conditions Applicable To
Leasing Of General Purpose Commercial
Information Technology Products
(Special Item Number 132-3)**



Terms and Conditions Applicable to Leasing of General Purpose Commercial Information Technology Product (Special Item Number132-3)

LEASE TYPES

The ordering activity will consider proposals for the following lease types:

a. Lease to Ownership, b. Lease with Option to Own, and c. Step Lease.

Orders for leased products must specify the leasing type.

OPTION 1:

1. STATEMENT

a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement.

Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:



(1) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercise its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.

(2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in FAR 52.212-4. (l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 132-3:

"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF ORDERING ACTIVITY INTENT:

(a) The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM:

(a) The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

(b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

(c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

(d) Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

4. LEASE TERMINATION:

(a) The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

(b) Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the ordering activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

(c) Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

(d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the



ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

(e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

LEASE PROVISIONS COMMON TO ALL TYPES OF LEASE AGREEMENTS

1. ORDERING PROCEDURES:

(a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:

(i) Which product(s) is (are) required, including applicable Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) requirements. (ii) The required delivery date. (iii) The proposed lease plan and term of the lease. (iv) Where the product will be located. (v) Description of the intended use of the product. (vi) Source and type of appropriations to be used.

(b) The Contractor will respond with:

(i) Whether the Contractor can provide the required product. (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only). (iii) The monthly payment based on the rate. (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment. (v) A confirmation of the availability of the product on the required delivery date. (vi) Extent of warranty coverage, if any, of the leased products. (vii) The length of time the quote is valid.

(c) The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a



lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

4. COMMENCEMENT OF LEASE:

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS:

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: _____



For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less. NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

(i) to purchase the product for the residual value of the product, or

(ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or it's assigns.

c. Returns:

(i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

(ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

- (iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
- (iv) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - (3) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

- a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 - (1) can be removed without causing material damage to the product;
 - (2) do not reduce the value of the product; and
 - (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 - (1) were not leased from the Contractor, and
 - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- c. Any additions that are not so removable will become the Contractor's property (lien free).
- d. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE:

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. TITLE:

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of

the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

~~(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."~~

3.0

Terms and Conditions Applicable To Cloud Computing Services (Special Item Number 132-40)

TERMS AND CONDITIONS APPLICABLE TO CLOUD COMPUTING SERVICES (SPECIAL ITEM NUMBER 132-40)

1. SCOPE

The prices, terms and conditions stated under Special Item Number (SIN) 132-40 Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 132-51).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected per each proposed cloud service offering. Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories. See service model guidance for advice on sub-category selection.

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See Table 1 for a representation of the scope and sub-categories.

Table 1: Cloud Computing Services SIN

SIN Description	Sub-Categories ¹
<ul style="list-style-type: none"> ● Commercially available cloud computing services ● Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics ● Open to all deployment models (private, public, community or hybrid), vendors specify deployment models 	<ol style="list-style-type: none"> 1. Software as a Service (SaaS): Consumer uses provider’s applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. 2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. 3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

2. DESCRIPTION OF CLOUD COMPUTING SERVICES AND PRICING

a. Service Description Requirements for Listing Contractors

The description requirements below are in addition to the overall Schedule 70 evaluation criteria described in SCP-FSS-001, SCP-FSS-004 and other relevant publications.

Refer to overall Schedule 70 requirements for timelines related to description and other schedule updates, including but not limited to clauses 552.238-81 – section E and clause I-FSS-600.

Table 2 summarizes the additional Contractor-provided description requirements for services proposed under the Cloud Computing Services SIN. All mandatory description requirements must be complete, and adequate according to evaluation criteria.

In addition there is one "Optional" reporting descriptions which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

- The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.
- If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in "Guidance for Contractors".

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See 'GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics' below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800- 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See 'GUIDANCE FOR CONTRACTORS: NIST Deployment Model' below in this document for detailed direction on how to best categorize a service for the NIST deployment models.
3	Optionally select the most appropriate NIST service model that will be the designated sub- category, or may select	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub-category selection is optional but recommended. See 'GUIDANCE FOR CONTRACTORS: NIST Service Model' below in

#	Description Requirement	Reporting Type	Instructions
	no sub-category.		this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

b. Pricing of Cloud Computing Services

All current pricing requirements for Schedule 70, including provision SCP-FSS-001 (Section III Price Proposal), SCP-FSS-004 (Section III Price Proposal), and clause I-FSS-600 Contract Price Lists, apply. At the current time there is no provision for reducing or eliminating standard price list posting requirements to accommodate rapid cloud price fluctuations.

In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

3. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

a. Acceptance Testing

Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

b. Training

If training is provided commercially the Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. Contractor is responsible for indicating if there are separate training charges.

c. Information Assurance/Security Requirements

The contractor shall meet information assurance/security requirements in accordance with the Ordering Activity requirements at the Task Order level.

d. Related Professional Services

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

e. Performance of Cloud Computing Services

The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that only standard specifications are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities.

The Contractor shall provide appropriate cloud computing services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

4. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Ordering Activity is responsible for indicating the cloud computing services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models.

Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

a. Ordering Activity Information Assurance/Security Requirements Guidance

- i. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.
- ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity

and availability (CIA) prior to issuing the initial statement of work.² The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.

- iii. Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.
- iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance.
- v. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

b. Deployment Model

If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).

c. Delivery Schedule

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*.

d. Interoperability

Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.

e. Performance of Cloud Computing Services

The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

f. Reporting

The Ordering Activity should clearly indicate any cost, performance or availability reporting as part of the

initial requirement.

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122⁴ and OMB memos M-06-16⁵ and M-07-16⁶. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

h. Accessibility

The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

i. Geographic Requirements

Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).

j. Data Ownership and Retrieval and Intellectual Property

Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

The Ordering Activity should expect that the Contractor shall transfer data to the government at the

government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- Configuration information created by the government and affecting the government's use of the cloud provider's service.
- Virtual machine configurations created by the government but operating on the cloud provider's service.

- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

k. Service Location Distribution

The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements. Typical concerns include ensuring that:

- Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.
- Service endpoints for the cloud are able to meet anticipated performance requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

l. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN.

Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

GUIDANCE FOR CONTRACTORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2, including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Contractor-specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will **not** be considered in the scope of this SIN or accepted in response to Factors for Evaluation. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special

publication. Services qualifying for listing as cloud computing services under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145⁷.

Contractors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

In addition, contractors submitting services for listing under this SIN are encouraged to select a sub-category for each service proposed under this SIN with respect to a single principal NIST cloud service model that most aptly characterizes the service. Service model categorization is optional.

Both service and deployment model designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection.

m. NIST Essential Characteristics

NIST's essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

Table 3: Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self-service	<ul style="list-style-type: none"> Ordering activities can directly provision services without requiring Contractor intervention. This characteristic is typically implemented via a service console or programming interface for provisioning 	<p>Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or annual payments on what are essentially on demand services.</p> <p>Services under this SIN must be capable of true on-demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level:</p> <ul style="list-style-type: none"> Ordering activities must specify their procurement approach and requirements for on-demand service Contractors must propose how they intend to meet the approach Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.
Broad Network	<ul style="list-style-type: none"> Ordering activities 	<ul style="list-style-type: none"> Broad network access must be available without

Characteristic	Capability	Guidance
Access	<p>are able to access services over standard agency networks</p> <ul style="list-style-type: none"> • Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones 	<p>significant qualification and in relation to the deployment model and security domain of the service</p> <ul style="list-style-type: none"> • Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non- cloud networks and services. For example a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.
Resource Pooling	<ul style="list-style-type: none"> • Pooling distinguishes cloud services from offsite hosting. • Ordering activities draw resources from a common pool maintained by the Contractor • Resources may have general characteristics such as regional location 	<ul style="list-style-type: none"> • The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them. • Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement • Similar concerns apply to software and platform models; automated provisioning from a pool is required • Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.

Rapid Elasticity

- Rapid provisioning and de-provisioning commensurate with demand
- Rapid elasticity is a specific demand-driven case of self-service
- Procurement guidance for on-demand self-service applies to rapid elasticity as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually negotiate other contractual arrangements for procurement and payment.
- 'Rapid' should be understood as measured in minutes and hours, not days or weeks.
- Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required.

Characteristic	Capability	Guidance
		<ul style="list-style-type: none"> Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.
Measured Service	<ul style="list-style-type: none"> Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service 	<ul style="list-style-type: none"> Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured Contractors must specify that measured service is available and the general sort of metrics and mechanisms available

Cloud services may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Services inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from "Provider A" and a PaaS service from "Provider B". The PaaS service may inherit broad network access from "Provider A" but must identify and support the inherited service as an acceptable IaaS provider.

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users. In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

n. NIST Service Model

The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof, that most closely describes their offering, using the definitions in The NIST Definition of Cloud Computing SP 800-145. The following guidance is offered for the proper selection of service models.

NIST's service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing services of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as "Storage as a Service" would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as "LAMP as a Service" or "Database as a Service" would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as "Travel Facilitation as a Service" or "Email as a Service" would be properly characterized as species of Software as a Service (SaaS) for this SIN. However, Contractors can and should include appropriate descriptions (include commercial marketing terms) of the service in the full descriptions of the service's capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

- 1) **Visibility to the Ordering Activity.** Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.
- 2) **Primary Focus of the Service.** Services may offer a mix of capabilities that span service models in the

strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.

- 3) **Ordering Activity Role.** Contractors should consider the operational role of the Ordering Activity's primary actual consumer or operator of the service. For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.
- 4) **Lowest Level of Configurability.** Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 3 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

Table 3: Guidance on Mapping to NIST Service Models

Service Model	Guidance
Infrastructure as a Service (IaaS)	<p>Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices.</p> <ul style="list-style-type: none"> • IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting • The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device. <p>Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks.</p> <p>Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.</p>
Platform as a	<p>Select a PaaS model for service based equivalents of complete or partial software</p>



Service Model

Guidance

Service (PaaS)

platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application.

- A complete platform can deploy an entire application. Complete platforms can be proprietary or open source
- Partial platforms can deploy a component of an application which combined with other components make up the entire deployment
- PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service
- The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service.
- A limited range of configuration options for the platform service may be available.

Examples of complete PaaS services include:

- A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application,
- a Windows .Net platform ready to deploy a .Net application,
- A custom complete platform ready to develop and deploy an customer application in a proprietary language
- A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services.

The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform.

PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:

- A database service ready to deploy a customer's tables, views and procedures,
- A queuing service ready to deploy a customer's message definitions
- A security service ready to deploy a customer's constraints and target applications for continuous monitoring

The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function.

Note that both the partial and complete PaaS examples all have two things in

Service Model	Guidance
	<p>common:</p> <ul style="list-style-type: none"> • They are software services, which offer significant core functionality out of the box • They must be configured with customer data and structures to deliver results <p>As noted in IaaS, operating systems represent a grey area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service “hides” underlying infrastructure, consider it as PaaS.</p>
<p>Software as a Service (SaaS)</p>	<p>Select a SaaS model for service based equivalents of software applications.</p> <ul style="list-style-type: none"> • SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting • The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides. <p>Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users.</p> <p>Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose.</p> <p>Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.</p>

o. Deployment Model

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Table 4: Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

4.0

**Terms and Conditions Applicable
To Information Technology (IT)
Professional Services
(Special Item Number 132-51)
And Electronic Commerce (EC) Services
(Special Item Number 132-52)**

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS

2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

All IT/IAM Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize,

or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

******NOTE: If offering IT Professional Services with E-Commerce, use SIN 132-51 and include the Terms and Conditions applicable to the IT Professional Services offered.**

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below: Critical Information Specific to Schedule # 70– Information Technology, Software &

****Insert commercial warranty.****

The warranty shall commence upon the later of the following:

- a. Activation of the user's service b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

- (a) Describe the electronic service plan and eligibility requirements.
- (b) Describe charges, if any, for additional usage guidelines.
- (c) Describe corporate volume discounts and eligibility requirements, if any.

5.0

Information Technology Service

Descriptions AT&T Managed

Internet Services (MIS)

Information Technology Service Descriptions

AT&T Managed Internet Services (MIS)

Service Description

Overview

AT&T Managed Internet Service (MIS) is a comprehensive, managed Internet access solution available to the Government. The service offers the Government flexible solutions to their Internet access requirements by providing a wide range of service offers, access methods, and transmission speeds. The service can be managed entirely by AT&T or, if desired, partially by AT&T and partially by the Government.

Features of AT&T MIS Include

- End-to-end managed Internet connectivity for improved performance and engineering
- Based on AT&T's Internet Protocol (IP) backbone and core network, the most reliable in the world
- World-class technical support
- Proactive network monitoring twenty-four hours a day, seven days a week (24x7)
- Enhanced security services for greater protection
- Integration with existing private line and Frame Relay access
- Flexible solutions to suit customers' unique requirements
- Around-the-clock access to the Internet and its vast information sources
- Ability to conduct transactions electronically
- Enterprise-wide inter-networked communications via electronic mail - not with MIS yet
- Electronic distribution of corporate material via electronic mail and World Wide Web servers
- One-stop shopping for Internet access, and hosting
- Availability of compatible Internet offerings from AT&T such as AT&T Easy World Wide Web Service and AT&T Enhanced Web Development Package.

Service Offers

AT&T MIS provides two types of packaged offers to the Government: Basic (Dedicated) Service and Plus (Managed) Service. The two offers are designed to meet preferences for having the service managed entirely by AT&T (Plus [Managed] Service) or managed partially in-house (Basic [Dedicated] Service). Each package contains a variety of components that a customer may or may not wish to utilize. Please review the "Service Features" section for complete descriptions of each component and the "Service Options" section for information on additional components that may be added to each package for additional fees.

Basic (Dedicated) Service Offer. The Basic (Dedicated) Service offer is designed for customers who prefer to manage several elements of the service in-house. The typical Basic (Dedicated) Service customer has a large in-house IP network operation and considerable expertise, and prefers to retain control of the premises equipment. With Basic (Dedicated) Service, the customer is responsible for providing, configuring, installing, maintaining, and managing the premises equipment (including passwords). AT&T does not provide Customer Premises Equipment (CPE) management for any Basic Service customer. The point of demarcation between the customer's responsibility and AT&T MIS is the termination of the access line at the customer premises. Basic Service includes the Access Port, Primary and Secondary Domain

Name System (DNS) Administration, Network Newsfeed, and Network Usage Reports. Please review the "Customer Access" section for service speed availability and access type.

Plus (Managed) Service Offer. The Plus (Managed) Service offer provides managed "end-to-end" connectivity to the Internet with features and support designed for customers who prefer complete vendor-provided solutions for their designated connectivity needs. The Plus (Managed) Service customer will be provided with the premises equipment (lease only: includes router, Channel Service Unit/Digital Service Unit (CSU/DSU) and diagnostic modem). The customer assigns full management and operational control of the premises equipment (including passwords) to AT&T. An external diagnostic modem is supplied by AT&T for out-of-band provisioning and maintenance of the CPE. The customer is required to supply a dedicated Plain Old Telephone Service (POTS) line for the modem. The point of demarcation between the customer's responsibility and AT&T MIS is at the Local Area Network (LAN) port of the router. Plus Service includes the Access Port, CPE Lease and Management, Packet Filtering, Primary and Secondary DNS Administration, Network Newsfeed, and Network Usage Reports. Please review the "Customer Access" section for service speed availability and access type. This offer gives the customer the full benefits of end-to-end managed connectivity to the Internet.

The following billing and access options are offered as part of AT&T MIS:

Private Line. Speeds of OC-3 (155 MB) and OC-12 (622 MB) are proposed to be added to the current offer. These speeds are provided where available. Customers requesting these speeds must have their locations pre-qualified for the speeds by their AT&T Sales Representative.

Burstable Billing. Customers may elect Flat Rate or usage-based billing. Burstable Billing is once choice for usage-based billing. It is available via Private Line access Line (T1, T3, OC-3, and OC-12, where available). It is not available with MIS NxT1 Access. Burstable Billing is appropriate for customers who have a need for temporary increases in bandwidth requirements for higher performance applications and are looking for flexible billing options. Customers are provisioned with full T1, T3, OC-3 or OC-12 MIS Port and are able to utilize up to the full capacity of the transmission facility when additional bandwidth is needed.

The Burstable Service price plan ensures that customers pay for sustained bandwidth usage only (rather than the full line rate) for a cost-effective alternative to leasing and paying for the entire dedicated T1, T3, OC-3, or OC-12 MIS Port, regardless of actual usage. The pricing for Burstable billing is based upon "Sustained" bandwidth usage (which is determined on a monthly basis). The methodology for measuring "Sustained" usage is as follows:

The Access Router is polled every 5 minutes for total octets in and total octets out. The data is divided by 300 (the number of seconds in a 5 minute interval). This gives two averages (one in, one out) for the 5-minute period.

The averages become data points, which are tracked over the course of the customer's monthly billing cycle.

The top 5 percent of the data points are disregarded and the customer is billed at the 95 percent level of usage.

Hi Cap Flex Billing Option. MIS Hi Cap Flex Billing is another MIS billing option that is based upon sustained usage. As with Burstable Billing, customers are provisioned with a full dedicated access circuit,

but only pay for actual sustained bandwidth usage—not the full line rate. It is different from the Burstable Billing option in that customers select a minimum monthly bandwidth commitment and then pay an additional fee for sustained usage about the minimum commitment (Burstable Billing does not require a minimum bandwidth commitment). MIS Hi Cap Flex Billing customers can “burst” up to the full capacity of the pipe when needed. MIS Hi Cap Flex Billing is available with Private Line (T3, OC-3 and OC-12, where available). It is not available with MIS NxT1 Access. The methodology for measuring “Sustained” Usage is the same as the methodology used for Burstable Billing (noted above).

NxT1 Access. NxT1 Access is provided through a combination of software and hardware components, which provide customers with greater bandwidth by automatically load balancing traffic over multiple T1 links. Packets are interleaved across multiple T1s, effectively performing as a single larger circuit. NxT1 optimizes network performance and scalability for networks with large and dynamic traffic patterns such as the Internet or on networks characterized by intensive web-based applications or interactive sessions.

NxT1 Access is available for 2 to 4 T1s of capacity (3 Mbps, 4.5 Mbps and 6 Mbps). This offer is appropriate for customers seeking greater bandwidth without the need to purchase local T3 facilities.

Through the use of per-packet load balancing on the combined circuits, the total combined bandwidth of the multiple circuits can be fully realized. With NxT1 Access, customers will experience graceful service degradation if one T1 fails, as the other T1(s) will continue to function normally. AT&T will manage inbound (Network to Customer) and outbound (Customer to Network) load balancing for all MIS customers that lease their CPE from AT&T. For AT&T MIS customers that elect to provide and manage their own CPE, AT&T will provision inbound load balancing. Outbound load balancing can be achieved using either per-packet or per-destination at the customer’s discretion. NxT1 Access is not available with the MIS Burstable billing option.

Service Activation Fee. Includes technical interview, access line coordination, DNS registration, service testing, and equipment configuration (MIS with Managed Router only). In addition, working with the customer, the Network Operations Center (NOC) will conduct “cooperative testing” of the customer’s site to ensure that the customer’s on-site router can successfully communicate over AT&T MIS. The cooperative test verifies the proper operation of the on-site equipment, the local access facility, and the access infrastructure. Service Activation does not include inside wiring.

MIS with Managed Router customers have the option of Tele-installation or On-site installation (except for speeds of T3 and above where only on-site installation is available). If the customer selects tele-installation, the customer is responsible for unpacking and connecting the CPE, with telephone assistance from AT&T if required. With on-site installation, an authorized AT&T Service Technician will unpack, connect, and test the CPE and completes the cooperative testing with the NOC.

Service Features

The Basic (Dedicated) Service Offer includes the following features:

Domain Name System (DNS) Administration. DNS is required for dedicated Internet access. All AT&T MIS Packages include up to 15 Primary DNS zones or up to 150 Kilobytes per second (kbps) of Primary zone data AND up to 15 Secondary DNS zones or up to 150 Kilobytes of Secondary zone data. At the customer's request, AT&T engineers may make changes to the customer's DNS records. Customers may choose to administer their own Primary DNS in which case AT&T will provide/administer Secondary DNS only, if requested. It is suggested that customers limit their requests for DNS changes to one occurrence per week. All DNS change requests must be made during normal business hours. Additional DNS may be purchased as defined in the "Additional DNS Option".

Network News Feed Service. This feature provides comprehensive or selective access to the Net News and Usenet news groups. Customers utilizing this feature can specify which of the thousands of news groups to receive and which ones to filter. This feature requires the customer to purchase, correctly configure, install, and manage a news server to which the AT&T MIS central news server feeds the customer-specified news using the Network News Transfer Protocol (NNTP). News downloaded to the customer's news server is available to all authorized users on the customer's network. AT&T does not automatically censor or screen objectionable or unwanted news, nor does it limit the number of news feeds requested by the customer. AT&T will add or delete news feeds at the customer's request during normal business hours. The central news server is monitored by AT&T around the clock.

Network Usage Reports. This component provides AT&T MIS customers with real time, on-line access to traffic summary reports which track access line utilization and peak activity periods. Customers can display their AT&T MIS usage in both graphical and tabular formats. Graphical reports are available on a daily, weekly, or monthly basis. In addition, they can view separate statistics for each of their MIS circuits and separate traffic profiles for inbound vs outbound traffic. Tabular reports are available on a daily or weekly basis. Customers can download the data and import to their Microsoft EXCEL spreadsheet. Usage reports detail network utilization as a percentage of available bandwidth throughout the week based on information collected from the customer's premises equipment using the Simple Network Management Protocol (SNMP) tools. This comprehensive view of usage data provides customers with a valuable tool to more-effectively monitor and manage their Internet bandwidth utilization and plan for future upgrades. Network Usage Reports are available 24 hours a day, seven days a week (except during maintenance). Access to Network Usage Reports is through a Web site with security features. Secure Socket Layer (SSL) technology is used to protect the customer's data from unauthorized users. All of the customer data is password protected.

The Plus (Managed) Service includes all of the features described above and the following:

Customer Premises Equipment Lease. Customers will be provided with pre-configured customer premises equipment from AT&T. Equipment includes a Cisco router, Digital Link or Cray CSU/DSU, and a US Robotics diagnostics modem for out-of-band testing. For private line customers, additional equipment provided includes a loopback connector, transceiver (Application User Interface [AUI] or 10BASE-T and 10BASE-2 types), and associated cables. If the customer requires a different type of transceiver, the customer supplies it. Integrated access customers must provide and manage a T1.5 multiplexer or a CSU/DSU with drop-and-insert capability. All customers are required to supply a dedicated POTS line to be used only for out-of-band testing. All customer premises equipment supplied by AT&T under this feature is pre-configured by AT&T and includes Advanced Replacement Next Business Day (ARNBD) support. All



equipment is owned by AT&T, can be used for this service only, and must be returned at termination of the service.

Customer Premises Equipment Monitoring, Maintenance, and Management.

AT&T's technical staff is responsible for maintaining dedicated premises equipment for Plus (Managed) Service customers. Technicians work with the customer's designated point-of-contact to diagnose failures, should they occur, and to determine if equipment should be replaced or repaired. Equipment repair, if required, is performed by the customer's central point of contact with telephone assistance, if needed, from the AT&T NOC. If replacement is required, equipment is replaced by the next business day.

Packet Filtering. AT&T will oversee implementation and maintenance of packet filtering tables in the customer's router for added security. Packet filtering is a useful component of a comprehensive security plan. It can help prevent unauthorized access to the customer's internal network, and it can control authorized users' access to customer-specified Internet sites. AT&T engineers will work with the customer to define a customized filtering plan and, at the customer's request, make changes to the plan. Changes are limited to an average of one request per week, and must be made during normal business hours.

Service Options

AT&T MIS customers may purchase the following options. Most require additional fees. Please note that not all options are available with all Service Offers:

Additional Primary or Secondary DNS. The optional administration of additional Primary or **Secondary DNS.** This option supports administration of up to 15 DNS zones or 150 Kbps of zone file data. Customers may select Primary DNS or Secondary DNS. Multiple orders of Additional DNS, for the corresponding monthly charge, are available. This option is available for an additional fee with Basic and Plus Service.

Outbound Mail Relay Service. Provides an AT&T hosted and managed SMTP Internet mail relay server dedicated to routing outgoing (from the customer's site) email for customers with SMTP gateways, or for customers who do not want to manage a mail relay server on their network. The mail relay server receives outbound email from a customer's network and relays it to Internet mail recipients. If the Internet destination is unreachable the mail relay server will temporarily store the email and attempt to deliver (store and forward) until the destination becomes reachable, or until the mail process times out. There is no inbound mail relay service with this option. This option is available with Basic (Dedicated) and Plus (Managed) Service.

Benefits of AT&T Managed Internet Service

AT&T MIS offers the government many advantages, including the following:

Flexible solutions. AT&T MIS gives the customer a choice of access methods, access speed, and service features, as well as service offers, all designed to meet the government specific Internet requirements.

Managed connection to the Internet. With AT&T MIS, the Government's Internet connection can be managed entirely by AT&T (Plus [Managed] Service) for maximum performance and superior engineering.

The customer can also opt to share the management of the Internet connection with AT&T (Basic [Dedicated] Service offer), if desired.

Ease of Implementation. AT&T can implement the Government's entire Internet or Intranet solution, from site planning to acceptance testing.

World-class customer support. AT&T MIS includes AT&T's unsurpassed technical expertise and proactive around-the-clock network monitoring.

Enhanced security. AT&T MIS offers a number of features and options designed to ensure the highest possible levels of security for the customer's Internet connection.

Convenient one-stop-shopping. AT&T offers the Government the unique advantage of a single-vendor relationship for their entire Internet needs.

Maximum reliability. AT&T's network reliability is rated highest in the industry, with a maximum of 3 percent packet loss during peak hour with minimal interruption. A loss of greater than 1 percent average packet loss would cause alarms in the AT&T NOC, while a number of competitors typically tolerate losses in the 3-5 percent range.

AT&T Internet Service Level guarantee.

Extensive high-speed connections. AT&T has access available at more than 580 Points of Presence (POPs) in the United States for virtually ubiquitous local access.

Unsurpassed expertise. Government MIS customers can enjoy the strategic advantage of AT&T's experience and infrastructure as the cornerstone of their Internet solutions.

AT&T Managed Internet Service: Service and Maintenance

Customer Access

Government access to AT&TMIS is provided through the AT&T Private Line family of services at speeds ranging from 56 Kbps to OC-48. Access coordination is supported with integrated access, which allows these circuits to be shared with other AT&T services.

Static Integrated Network Access (SINA) is supported with circuit speeds of 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps, and 1.5 Mbps.

AT&T MIS provides access service points at 580 ACCUNET POPs in the continental United States (CONUS). AT&T personnel will coordinate the provisioning of the access circuit for the customer's MIS. An Agency Agreement with the customer is required for dedicated access circuits. Local access charges are not included in the AT&T Internet Services MIS pricing. Government customers are typically billed separately for the "local access".

Implementation Support

AT&T MIS includes a robust suite of implementation support services each briefly described below. They are:

Site Planning and Preparation. AT&T helps Government customers prepare for installation of MIS by providing site information to the customer's designated point of contact and by registering the customer's network numbers, domain names, and routing information. Customers must provide space and power for the dedicated router and other premises equipment, an attachment to the customer's internal network, at least one computer with Transmission Control Protocol/Internet Protocol (TCP/IP) support, and a dedicated POTS line for the out-of-band diagnostic modem. This support service is included with Plus (Managed) Service only.

Access Circuit Provisioning. AT&T will order and install, on the Government's behalf, the AT&T Private Line circuit necessary for delivery of MIS. AT&T will arrange for termination of the circuit in proximity to the planned location of the premises equipment. Any inside wiring changes that may be needed are the responsibility of the Government. This support service is included with Basic (Dedicated) Service and Plus (Managed) Service.

Cooperative Testing. The AT&T NOC will conduct cooperative testing of the Government's site to ensure that the on-site router can successfully communicate over AT&T MIS. The cooperative test verifies the proper operation of the on-site equipment, the local access facility, and the AT&T access infrastructure.

AT&T MIS turns up the service for billing after AT&T has completed their processes for service provisioning, regardless of a customer's state of readiness. These provisioning processes include: 1) Local access circuit ordering, 2) Inter-Office Connectivity (IOC) provisioning to AT&T backbone node, 3) Backbone router provisioning, 4) DNS and feature provisioning, 5) Testing of end to end connectivity into the Internet. This support service is included with Basic (Dedicated) Service and Plus (Managed) Service.

Network Operations Services

AT&T MIS is operated through the AT&T NOC. At the NOC, the AT&T MIS technical support staff provides valuable network operations services, each described briefly below.

The technical support staff at the NOC is dedicated to providing the highest possible network availability and performance for AT&T MIS. The service is monitored by experienced network operators and technicians 24x7. The NOC provides proactive operations support and troubleshooting for the network and the service infrastructure.

AT&T MIS covers a wide geographic area with a variety of technologies. To ensure maximum network performance, the NOC coordinates its operations with Government-assigned central points of contact, hardware vendors, and operators of other networks.

The specific network operations services included with AT&T MIS are:

Network Monitoring. AT&T MIS is assured the highest network performance through careful IP network management and the industry-acclaimed performance of the AT&T network. The IP network is monitored by the NOC using SNMP-based software. The software is used in combination with other essential tools to monitor non-SNMP equipment, domain name servers, NNTP news feeds, and other network services. The status of the network is continually reported to a display that is monitored around the clock. All changes in the IP network status are logged, giving the NOC the ability to evaluate staff responsiveness and network availability. In addition to the IP network, the underlying transport network is monitored by AT&T Transport Centers 24x7. This network operations service is included with Basic (Dedicated) Service and Plus (Managed) Service.

Premises Equipment Monitoring, Maintenance, and Management. AT&T MIS technical staff is responsible for maintaining Plus (Managed) Service customers' dedicated premises equipment.

Technicians work with the Government's designated point-of-contact to diagnose failures, should they occur, and to determine if equipment should be replaced or repaired. Equipment repair, if required, is performed by the Government's central point of contact with telephone assistance, if needed, from the AT&T NOC. If replacement is required, equipment is replaced by next business day.

This network operation service is included with Plus (Managed) Service only.

Technical Services and Support

AT&T MIS includes all of the technical support services essential for optimal use of the service. The technical support services, each described briefly below, are:

Software and Configuration Support. For Plus (Managed) Service customers, the AT&T MIS Technical Staff coordinates software updates and configuration changes as required for the router and CSU/DSU. Notice of software changes is made to the customer central point of contact, and every effort is made to perform maintenance during off-hours. This technical support service is included with Plus (Managed) Service only.

Twenty-four Hour Hotline. The AT&T MIS hotline is staffed around the clock. All calls to the hotline are directed to the appropriate technician through a touch-tone menu system. This technical support service is included with Basic (Dedicated) Service and Plus (Managed) Service.

Trouble Ticket System. With the support of the AT&T NOC, the AT&T Customer Care organization tracks all problems from initial report to satisfactory resolution through the AT&T Network Operations Trouble Ticket System. While the technical staff is resolving any given problem, its current status is reflected in the Trouble Ticket System. The system's electronic mail and fax interfaces facilitate the electronic distribution of trouble ticket reports to the customer's technical contact, if needed. This technical support service is included with Basic (Dedicated) Service and Plus (Managed) Service.

Fault Isolation and Problem Resolution. Fault isolation involves coordination among network operators and technicians, staff at the affected site, and other vendors. Depending on the specific technologies used, the process may involve testing equipment, reconfiguring routers, or diagnosing communication link problems. This technical support service is included with Basic (Dedicated) Service and Plus (Managed) Service.

Security Procedures. Security procedures for AT&T MIS help keep customers informed of known and suspected security breaches. Information about security problems is reviewed regularly and distributed to customer sites, as deemed necessary. Plus (Managed) Service customers may designate several contacts that will be authorized to request site disconnection or reconnection as necessary. This technical support service is included with Basic (Dedicated) Service and Plus (Managed) Service.

The AT&T IP Backbone

AT&T MIS is based on AT&T's IP backbone and the AT&T core network, the most reliable network in the world. The IP backbone has been designed and engineered with the express purpose of attaining the highest possible levels of reliability and performance. It offers AT&T MIS customers a number of built-in features for exceptional or incomparable advantages, including:

Industry-Leading Reliability. Target availability for the AT&T IP backbone is an industry leading 99.9 percent. This is achieved by making optimal use of the best techniques for security, problem detection and prevention, redundancy, and restoration. The backbone network is designed with no single point of failure in the core architecture. All backbone nodes are located in secured AT&T central offices. The network is a mixture of Digital Signal 3s (DS-3s) and Optical Carrier Level 3s (OC-3s), and will consist of an OC-48 core network along with regional OC-12 and OC-3 networks by the end of 1999. All of the backbone's DS-3s are

protected by Fast Automatic Restoration (FASTAR), AT&T's proprietary restoration system. Facilities are meshed to provide alternate routes between nodes: backbone routers are installed in pairs and routers are implemented in redundant configurations.

Outstanding Performance. The AT&T IP backbone has been designed and engineered to achieve the highest possible performance. Because it was built "from scratch", rather than retro-fitted from some other application, the AT&T IP backbone has been able to enjoy the results of careful consideration of a number of important factors, such as high performance and low packet loss. Built with industry-leading high-performance network hardware and software, it contains no more than four facility hops across the backbone. Its cross-country backbone delay target is 80 millisecond and packet loss is less than 1 percent.

Superior Security. The backbone includes IP source address filtering on routers at all customer connections to prevent intrusions by hackers. Any packet attempting to enter the AT&T IP backbone which does not have a "known" source address will be discarded. This security measure is recommended by the Carnegie-Mellon University Computer Emergency Response Team as a first line of defense against hackers. Other security measures include protecting a portion of the AT&T Class A address space from forgery (spoof proofing) on inbound connections from the public Internet.

Maximum Control. The IP backbone is monitored and maintained through AT&T's state-of-the-art NOC. Out-of-band and in-band network monitoring systems are used, providing real-time status of all network elements at all times. A comprehensive test bed network environment is available for controlled introduction of new features and capabilities to maximize network performance and reliability even as the backbone is being upgraded. Because AT&T manages the capacity of the network carefully, we are continually augmenting the network with facilities to ensure excellent performance.

AT&T's Internet backbone was ranked among the top-performing backbones by the first independent ranking of Internet backbones. Using actual performance measurements by a third party, the recently published Keynote/Board watch Internet Backbone Index shows AT&T's backbone performing at least twice as fast as the average backbone.

AT&T Internet Service Level Guarantee

Under the AT&T Internet Service Level limited guarantee program, AT&T MIS customers provisioned on the AT&T IP Backbone are provided a guarantee of network availability, subject to program rules and regulations. If a customer experiences a network outage of ten (10) minutes or more in any calendar day, or if AT&T experiences in any calendar month a network-wide delay of greater than 80 milliseconds or a network-wide packet loss of 1 percent or more, the customer will be eligible for a credit of one day's worth (1/30th) of the customer's total monthly connection charge for that Covered Service for each such incident, subject to the maximums specified below. In addition, AT&T Internet Services MIS Plus (Managed) customers are extended the same ten (10) minute limited guarantee and will receive the same credit for service outage to the CPE and to the dedicated access facility from their premises to the AT&T POP.

In any calendar month, a customer's credits with respect to any particular site for an outage may not exceed five (5) outage incidents. In any calendar year, a customer's aggregated credits may not exceed one (1) month's connection.

AT&T IP Network Performance Web Site

Through AT&T's external Web site, customers are provided with real time access to network performance information. The site provides performance measurements on availability, latency/delay, and packet loss (updated every thirty minutes) - the three performance areas covered by the AT&T Service Level Guarantee. The IP Network Performance Site is accessible from a link on the AT&T IP Services Web site: <http://www.att.com/ipservices>.

AT&T Internet Services Managed Internet Service CPE

Specifications & Policy

Introduction

The AT&T Internet Services MIS provides dedicated access to the Internet. This service requires the use of a CSU/DSU and a router for both Basic (Dedicated) or Plus (Managed) Service. Under the Basic (Dedicated) Service, the Government Customer must supply all customer premises equipment for use with the service. Under Plus (Managed) Service the customer will lease a CSU/DSU and router through AT&T Internet Services MIS.

If a customer's future requirements dictate the need for SINA or the use of multiple data applications over a single CSU/DSU, it may be in the customer's best interest to provision their own CSU/DSU with the capabilities required for future use.

Basic (Dedicated) Service

Overview: AT&T MIS provides dedicated access to the Internet. This service requires the use of a CSU/DSU and a router. Under the Basic (Dedicated) Service, the customer must provide, configure, install, maintain, and manage all CPE for use with AT&T MIS. AT&T does not provide CPE management for any Basic (Dedicated) Service customer.

The information contained in this document identifies the CPE specifications that must be adhered to by all Customers supplying CPE under the Basic (Dedicated) option.

Router Specifications for MIS Basic (Dedicated) Service

AT&T MIS Basic (Dedicated) customer routers must support the following:

- PPP for leased line protocol (Cisco HDLC protocol is not supported)
- RFC 2427- Multiprotocol Interconnect for Frame Relay protocol
- IP Default and Static routing
- A serial link (point-to-point) connection to AT&T Internet Services.

Router Configurations for MIS Basic (Dedicated) Service

AT&T MIS Basic (Dedicated) customers are required to configure their router so that it can:

- Receive Internet Control Message Protocol (ICMP) pings from the AT&T Internet Services NOC.
- Advertise the customer's internal/private network by using Border Gateway Protocol 4 (BGP4) or Routing Information Protocol 2 (RIP2) (but RIP2 is not recommended), if the customer cloud requires dynamic routing.

- Learn a default or limited set of routes by using BGP4 or RIP2 (but RIP2 is not recommended), if the site requires dynamic routing.
- Provide adequate memory (at least 64 MB) when BGP4 routing is required.

AT&T MIS encourages Basic (Dedicated) customers to purchase the most recent revision of a vendor's router software such as the 11.x Internetworking Operating System (IOS) for Cisco in order to maintain maximum compatibility with this service. This IOS must be tested and Year 2000 (Y2K) compliant.

CSU/DSU Specifications for MIS Basic (Dedicated) Service

AT&T MIS Basic (Dedicated) customers must supply a CSU/DSU that is compatible with the AT&T network. All CSU/DSUs must meet the configuration and access protocol requirements below. Currently, the only CSU/DSU uniquely specified is for T3 applications requiring private line transport to the AT&T common backbone.

LINE SPEED	CSU/DSU	ACCESS
T3	Larscom	T45

CSU/DSU Configurations for Basic (Dedicated) Service

AT&T MIS Basic (Dedicated) customers are required to configure their own CSU/DSUs and must meet the Network Interface (NI) protocol requirements specified under Access Protocols below. In general, the CSU/DSUs must be configured for one or more of the following framing and signaling parameters, depending on the access speed:

- Binary Eight Zero Substitution (B8ZS) and Extended Super Frame (ESF)
- The line build out must be able to adapt to different voltage levels from smart jacks
- Take timing from the AT&T network (loop timed or receive timed)
- Support contiguous time slots for Fractional T-CarrierDS1 (FT1).

Access Protocols

The physical level access CPE (the CSU/DSUs) connecting to the AT&T Basic (Dedicated) Service must meet the Network Interface (NI) specifications in the following AT&T references:

For Private Line access: The data link protocol must be the Point-to-Point Protocol (PPP). The CSU/DSU must meet one or more of the following reference, depending on the access speed:

- AT&T Technical Reference 62310 "DS-0 Digital Local Channel Description and Interface Specification", August 1993.
- AT&T Technical Reference 62421 "ACCUNET Spectrum of Digital Services", December 1989, and Addendum 2, November 1992.
- AT&T Technical Reference 62411 "ACCUNET T1.5 Service Description and Interface Specification", December 1990, Addendum 1, March 1991, and Addendum 2, October 1992.
- AT&T Technical Reference 62415 "Access Specification for High Capacity (DS-1/DS-3) Dedicated Digital Services", June 1989, Addendum 2, November 1990, and Addendum 3, July 1992.
- AT&T Technical Reference 54014 "ACCUNET T3 and T45R Service Description and Interface Specification", May 1992.

- AT&T Technical Reference 54016 "Requirements for Interfacing Digital Terminal Equipment to Services Employing the Extended Super-frame Format", September 1989 or ANSI T1.403 "Carrier to Customer Installation - DS1 Metallic Interface".

6.0

AT&T Dedicated Hosting Services

Managed Service

6.1 AT&T Dedicated Hosting

Services Managed Service Description

AT&T Dedicated Hosting Services offers customers a robust single vendor solution that provides Managed Hosting, Managed Security, and Application Services. This approach provides customers with a single point of contact and accountability, as well as a single user-portal for management and reporting. As evidence of AT&T's qualifications, AT&T is listed in the prestigious Gartner "Leaders Quadrant" for North American Web Hosting.

Capabilities: AT&T Managed Hosting Bundled Service includes a collection of the following capabilities:

FACILITIES	AT&T operates 38 enterprise-class datacenters worldwide.
CONNECTIVITY	Front End: Internet connection through a Direct Ethernet handoff using the AT&T network Back-End: IPsecVPN tunnel over the Internet
HARDWARE	Tested and certified hardware for use in a hosting environment
SOFTWARE	Windows Enterprise web server and MS SQL database environment.
MAINTENANCE AND ADMINISTRATION	The AT&T Server and Operating System Support (SOSS) service will be coupled with our Managed Firewall, Managed VPN, and Managed Intrusion Detection providing a comprehensive 7x24 management architecture.

Bandwidth

AT&T will provide a 30Mbps (burstable to 100Mbps) dedicated Internet connection to the Customer's Hosting environment for inbound and outbound Internet traffic. Backend connectivity will be provided via a single Internet IPsec VPN tunnel, providing Customer authorized personnel with access to their hosting environment. The tunnel will be initiated at the AT&T managed firewall at the AT&T data center and terminated by a Customer provided and managed Firewall at a Customer premise location. Also available are direct client to site VPN connections to allow Customer authorized personnel access to the hosting environment.

Server Hardware

AT&T will deploy 8 new Dell PowerEdge R900 servers. Each server will be equipped with 4 CPU all Quad Core, 16 GB's RAM, RAID V disk drives with 300 GB usable capacity

BASEUNIT:	PowerEdge R900, 2x Quad Core E7330 Xeon, 2.4GHz, 6M Cache 80W, 1066MhzFSB
PROCESSOR:	Upgrade to Four Quad Core E7330 Xeon, 2.4GHz, 6M Cache 80W, 1066MhzFSB
MEMORY:	16GB, Memory, 4X4GB, 667MHz, D
HARDDRIVE:	300GB 10K RPM Serial-Attach SCSI 3Gbps 2.5-in Hot Plug Hard Drive (341- 8503)

Note: AT&T, depending on availability and technological advancements, may substitute equivalent servers.

Server Operating System

Managed Server Operating Systems, that AT&T will manage, will be provided by the Customer (subject to Certification requirements). Customers shall be responsible for purchasing, supplying or arranging for all required licenses as necessary for AT&T to use or manage the Hardware or Software. AT&T may modify (including the right to discontinue) a certified Server Hardware or Operating System upon notice to Customer. AT&T Certified Operating Systems are installed with configurations that have been defined by AT&T based on security considerations and interoperability with other AT&T managed applications. AT&T Certified Operating Systems are installed as standard with vendor default settings for services where AT&T customers retain all or some management responsibility on Server and or applications.

Server Management Services

AT&T will provide Server& Operating System Support (SOSS) providing proactive management of the hardware and AT&T supported operating systems environment, including hardware break-fix services, OS scheduled updates, and fault events. AT&T proactive management includes the analysis and resolution of events, and provides competitive service level agreements (SLAs) based upon response and server restoration response times. The customer is given administrative access rights ("root" / "Server administration" privileges) to the Operating System and is responsible for managing Customer Applications.

Fully Managed Firewall Offer

AT&T will provide managed firewall service on an AT&T-provided Nokia 380 Checkpoint appliance. The managed firewall provides for the inspection and logging of data traffic in and/or out of Customer's private network connection. It also logs information on traffic flow and decisions made.

AT&T will configure the firewall according to Customer provided security policy. Moderate or complex rule sets require special handling. Standard rule sets are up to 30 rules, moderate rules sets consist of 31 – 100 rules, and complex rule sets consist of greater than 100 rules. The Customer is solely responsible for establishing firewall criteria and rule sets for traffic access or egress.

Note: Equivalent hardware and software may be substituted.

Intrusion Detection Service

To provide additional level of Fault Tolerance, AT&T will provide Network-Based Managed Intrusion Detection Services. AT&T identifies attacks as they are occurring, providing rapid analysis to determine the type and source of attack, then responds appropriately based on pre-designated Customer policy ("Managed Threat Protection"). AT&T then reports on the event via the AT&T Managed Services Portal.

These Services add an additional layer of protection beyond Managed FW Services.

Network-Based Intrusion Detection Systems ("NIDS") analyzes Network traffic for attacks that exploit the connections between computers and the data that can be accessed via a Network connection. NIDS can detect the broadest range of attacks on corporate information assets which may include Denial of Service ("DoS" or "DdoS" for "Distributed-DoS") attacks which are aimed at stopping the enterprise or its Customer's from accessing corporate IT assets. The role of the Network IDS is to flag and sometimes stop an attack before it gets to information assets or causes damage. NIDS are effective for monitoring both inbound and outbound Network traffic.

Managed Load Balancing

Server load balancing makes multiple Servers appear to the Internet clients as a single Server by transparently distributing user requests among the Servers. Managed Local Load Balancing (“MLLB”) is designed with a single connection to the Internet and is based on a virtual IP address that is configured on the LB switch that balances traffic across the Web Servers.

AT&T selected Foundry's Server Iron GTE-Series (Server Iron GT-EGX4 (48 FE / 4 GE ports) Load Balancing Platform. Server Iron GTE-Series switches support efficient Server Load Balancing (SLB) by distributing IP-based services and transparently balance traffic among multiple servers while continuously monitoring server, application and content health, which enhances overall reliability and availability of application services. Server Iron GT switches deliver the convenience of an appliance without sacrificing high availability, port expandability and performance upgradeability to accommodate growth. The highly intelligent Server Iron application switches use information that resides beyond the traditional Layer 2 and 3 packet headers, deep in the application messages, to direct client transactions to appropriate servers.

Managed LAN Switching

To enable the aggregation of multiple devices in the design, AT&T will provide managed LAN Switching using a Cisco C3750G-24TS-S1Uswitch (24 10/100/1000ports, 4 SFP ports).

Backup/Restore

The AT&T Tape Backup and Restore Service (“TB&R”) provides the data backup process for individual files, file systems, and Data Base (off-line or on-line) applications. A dedicated port per server is required for TB&R Service. Customer's billing is based on the number of Gigabytes (GB) transferred into and out of (for restores) the Backup System each month per option chosen. The conversion methodology used is 1000 MBs is equal to 1 GB. Data is not compressed; billing is based on raw data backed up. All AT&T TB&R Services will be available 24x7x365.

AT&T TB&R Service will provide Customer the ability to save files on tape for the purpose of later restoring them if needed. Although TB&R is a component of and can assist with a disaster recovery event, it is not a recovery service. In the event of a total failure, the TB&R Service cannot copy an OS backup to a new or fixed system as a means of reloading the OS. Conducting a complete recovery of a system would still require the reloading of the OS and most likely some applications that existed on the machine prior to the failure. The AT&T TB&R Service may be used to back up the OS in order to restore the configuration files. Additional care must be taken during a restore of those configuration files as updating some files while the system is running will cause system failure. AT&T recommends that these files be restored to an alternate directory for review and update during planned downtime.

Backup Cycle

Automated backup of client-defined file systems and DB files are summarized below and consists of a weekly backup cycle with one (1) weekly full and six (6) daily incremental i.e. the data that has changed since the last backup whether incremental or full.

Table 3.1.1.2-1: Summary of Backup Cycle

Day	Backup Type
Day1	Full Backup#1 (Off-site, retention period of 3 months for Full Backup #1)
Day 2 to Day7	Incremental Backups
Day8	FullBackup#2
Day9 to Day14	Incremental Backups
Day15	FullBackup#3
Day16 to Day21	Incremental Backups
Day22	FullBackup#4
Day23 to Day28	Incremental Backups
Day29	Full Backup #5; (which replaces Full Backup #1)
Day30 to Day35	Incremental Backups (which replaces IncrementalBackups2 thru7)
Day36	Full Backup#6 (which replaces Full Backup #2)
Day37 to Day42	Incremental Backups(replacesIncrementalDay9 to Day14)

Based on this retention schedule, twenty-eight (28) days of Customer data will be available on-site for restores. The standard backup service includes off-site retention of the monthly Full Backup for three (3) months based on per tape, per month fee.

AT&T TB&R Restores

Customer may restore data that have been previously backed up (“Restore “or “Restoral”). Restoral of data not vaulted off-site site will begin within sixty (60) minutes AT&T receiving Customer’s request. Restoral of data vaulted off-site will begin within sixty (60) minutes of AT&T receiving of the media from the off-site vault at the AT&T IDC.

Off-Site Tape Storage

Off-site tape storage Service covers pick up, delivery, and off-site storage of the Customer’s tapes for disaster recovery purposes. One full backup (monthly full) shall be kept for three, (3) months off site as part of the AT&T TB&R standard Service.

Support

AT&T will provide a full suite of managed services to support the Customer environment including AT&T hosting and security services as detailed in this document. The Customer can engage AT&T support by calling the AT&T GCSC Help Desk or open tickets and requests via the secure AT&T BusinessDirect® portal regardless of time of day or day of the year

AT&T’s award-winning BusinessDirect® portal provides a single point of visibility to authorized Customer personnel for Web Hosting Services. BusinessDirect® functionality inherently includes the ability to create and view the status of trouble tickets, view the health of AT&T’s global IP network and Customer-specific network elements, and view performance reports for managed hosting and security services such as Network Intrusion Detection services.

AT&T Data Centers



AT&T has designed and built reliability into the network infrastructure of each of its Global Internet Data Centers through the use of proven network components and backup or fail-over hardware, and configurations engineered to provide no single point of failure.

Each Internet Data Center utilizes two or more routers (separate, autonomous systems) to transmit and receive data over a minimum of dual OC48 connections to our core Internet backbone routers. These gigabit switch routers (GSRs) provide edge and aggregation functionality and IP route summarization and filtering. Behind the GSRs is dual, redundant 4000/8000 Layer 3 aggregation switches, which are interconnected via our Main Distribution Frame and provide hardware-based Layer 2/3/4 switching, redundancy, over 2,000,000 BGP4 routes, and Packet over Synchronous Optical Network (POSIP). These support dynamic, policy-based VLANs, eight levels of Quality of Service, Server Multi-Homing, Inter-Switch Trunking, and IP multicast. They are future-proof, with scalability to 10 gigabit. These switches connect to aggregation switches to the client network environment via our Intermediate Distribution Frame.

Additionally, all facilities are diversely routed from each other.

24x7 maintenance, Technical Support for load balancing, VPN, routing and system hardware/NOS functionality

AT&T will perform 24X7 maintenance, fault management, break-fix, and change management for the hosted server hardware and operating system. Scheduled maintenance activities are conducted during off-peak hours with 2 weeks' notice. In the event that emergency unscheduled maintenance activities are required, AT&T follows pre-established notification procedures to verify notification. AT&T will provide technical support for load balancing, VPN, routing and

System hardware/NOS functionality.

Redundant, uninterruptible power sources and backup systems

All AT&T IDCs are state-of-the-art, FISMA-auditable facilities designed and managed for the highest levels of availability, security and scalability. AT&T's IDCs are SSAE-16 compliant and designed to maintain business critical operations on a continuous basis and deliver predictable and reliable performance. AT&T's IDCs can be SCIFed to store classified information if required by the Customer in the future, or alternatively AT&T can provide backend connectivity from the IDCs to other secure (SCIFed) locations that are either provided by AT&T or designated by the Customer. All AT&T IDCs are designed to provide N + 1 availability on all critical components.

AT&T IDCs have the following attributes:

- Each AT&T IDC has dual, diverse high-capacity (at least 2x2.5 Gbps) connectivity to AT&T's IP backbone.
- AT&T IDCs include HVAC systems that maintain proper temperature and humidity conditions. All HVAC systems are designed to meet N+1 redundancy levels or better.
- Access to our facilities is controlled through six levels of mandatory physical security: Guards on premise 24x7x365, Man Traps located at each entry/exit point in the data center, Card Key Reader (Electronic Badge), Biometric Palm Readers are located at each entry/exit point in the data center, CCTV Monitor, Cage/Cabinet Key.
- AT&T Data Centers are open and available to authorized personnel on a 24x7x365 basis. Access list changes must be sent to AT&T in advance of any visit. Any individual who is not on the approved access list in advance will be denied access to the IDC – no exceptions.

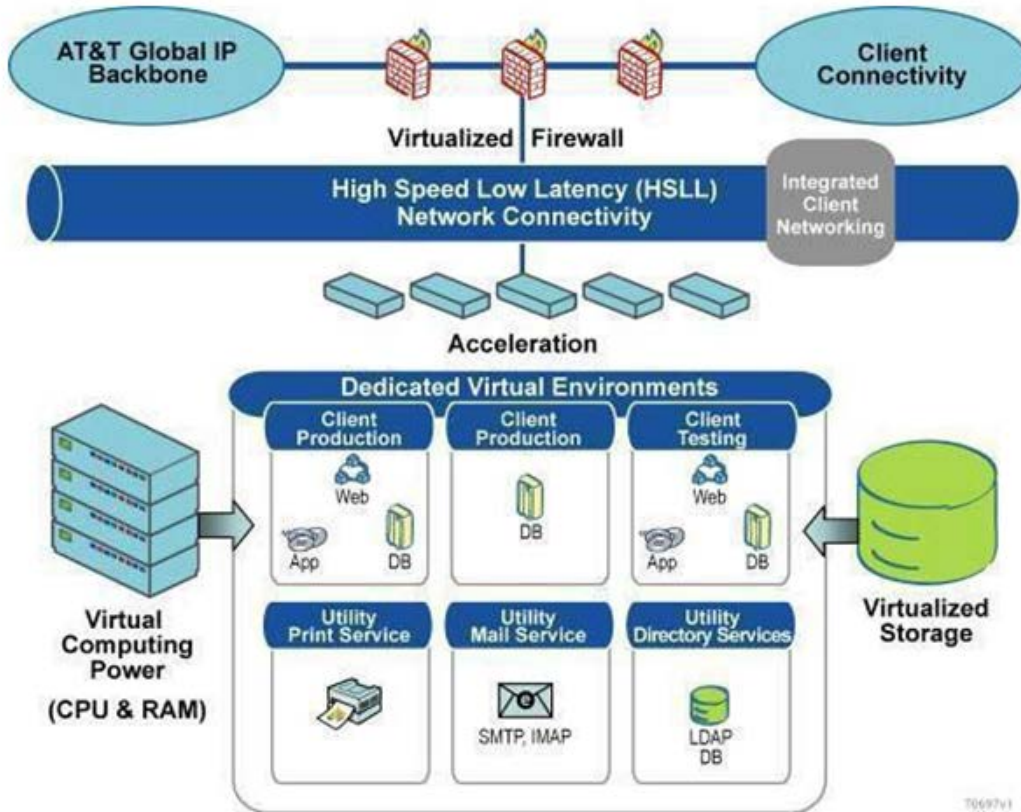
- AT&T has implemented a multi-faceted approach to help protect customer's hosted IT infrastructure from the possibility of damage due to fire or smoke on the server floor. Typical fire detection and suppression countermeasures include:
 - Very Early Smoke Detection Apparatus (VESDA). State-of-the-art active laser air sampling system that is 100 times more sensitive than conventional fire detection systems;
 - Additional Sensors. Conventional smoke and heat sensors cross-zoned throughout the center on the ceiling and below the raised flooring;
 - Pre-Action Dry-Pipe System. Fire suppression system that does not store water in the pipe;
 - Fire Extinguishers. Manual-operated fire extinguishers located across the server floor and available for human intervention if needed.
- Each IDC has Uninterruptible Power Supply (UPS) systems. UPS systems receive power from both the commercial power utility and the standby generators. Each UPS system conditions the power and feeds the conditioned power to redundant power distribution units (PDUs). In case of a commercial power failure, multiple standby generators are available to provide power to the IDC within one minute of a commercial power outage. The one-minute gap is covered by the UPS battery system. During an extended commercial power outage, the diesel generators provide power using the fuel stored on site. Every IDC has a multiple-day fuel supply, with fuel agreements in place for restocking in case of emergencies.

6.2 Reserved

6.3 AT&T Synaptic Hosting Service

AT&T Synaptic Hosting includes network, server and storage service components, and also includes network, security, firewalls, load balancing, storage, and backup systems.

AT&T Synaptic Hosting service supplies Agencies with a complete IT infrastructure to run their application software. The flexible service model may be readily adapted to meet specific application requirements with networking, computing, as well as storage and backup. The following diagram, Figure 1.5.1.x.1-1 Synaptic Hosting Service Infrastructure, illustrates the Synaptic Hosting Service infrastructure:



Synaptic Hosting

Service Infrastructure: AT&T Synaptic Hosting service provides a business grade AT&T- managed and monitored, hosting service using a multi-tenant, virtualized platform

Service Offering

SERVICE	AT&TSYNAPTICHOSTINGSOLUTION
INFRASTRUCTURE	Firewalls, Core Network, operating systems, webserver software, security, and servers will be operated, monitored, and maintained by AT&T.
SERVERS	Quantity of Virtual Servers (Guests): (4) 2 pCore x 4GB for [4] servers
STORAGE	1 TB Total Usable Storage per Virtual Server BU-14 Data Protect and Retention
AT&T SOFTWARE	AT&T Operating System Monitoring Infrastructure Monitoring RedHat Linux5.0 (32-bit)for [4] servers
CONNECTIVITY	Bandwidth: [45] mbps CIR& burstable to 100 Mbps
SECURITY	High Availability Firewall 5 Secure ID Key Fobs for 2-FactorAuthenticationfor Administrators Network Intrusion Detection

	Anti-Virus Software on each server One site to site VPN connection
ADDITIONALSERVICES	Load balancing for up to [1] URLs Four (4) Move/adds/changes/deletes per month per virtual server/guest

Synaptic Hosting Service Components

Front-end Connectivity

Front End Connectivity including:

- Configuration of VLANs and IP devices
- Configuration of Internet bandwidth at Contracted Information Rate (CIR)
- 1 Gbps connectivity between servers
- Peak bursting to 100 Mbps or 1.5 times Customer CIR, whichever is greater, unless otherwise specified or capped in the applicable TOF. Peak bursting may be limited by the availability of bandwidth on the multi-tenant infrastructure.

AT&T Synaptic Hosting – Excess Bandwidth Fee

The solution includes one 45 Mbps CIR for the primary IDC that is burstable to 100 Mbps. The proposed AT&T Synaptic Hosting solution includes high performance, reliable front-end connectivity to the Internet via redundant high-speed connections to the AT&T backbone. Internet bandwidth is configured per client specifications and can adaptively burst as needed to meet user demand. Burstable connectivity is measured and billed on a usage basis via the “95th percentile” method listed in the Pricing Notes. (Pricing for each Mbps above the 45 Mbps CIR is provided in the Pricing Schedule.)

Back-End Connectivity

Back-end connectivity connects the AT&T Synaptic environment to Customer Cage or other point of connection to allow connectivity to a Customer network. The circuit to support Back End Connectivity into the AT&T Synaptic Hosting platform is not included and shall be ordered separately.

Site to Site VPN tunneling

AT&T configuration and testing of the VPN tunnel at the AT&T location based upon Customer-provided IP identification of Customer IP-Sec compliant device.

Translation of IP Addresses

In the event of a conflict of private IP addresses, Customer shall provide network address translation (NAT) to map AT&T private IP addresses to public IP addresses at Client site(s).

Local Load Balancing

AT&T will configure and monitor local server load balancing.

DNS Hosting

AT&T will host domain names for Clients as specified on the Technical Order Form (TOF). Customers register their domain name and make AT&T the technical contact with the domain name registrar.

SMTP Mail Relay

AT&T can provide store-and-forward delivery service of correctly formatted SMTP mail messages address to valid Internet domains and valid e-mail accounts.

Synaptic Hosting Security High Availability Firewall

AT&T installs and manages physical infrastructure and software licensing to support Customer virtual firewall policy(ies). During implementation, AT&T creates initial firewall policy(ies) to restrict all unnecessary and unauthorized access to environments and tests firewalls and networking components Updates to firewall policy(ies)are made via the MACD process as requested by Client.

Network Based Intrusion Detection

AT&T implement network-based intrusion detection, monitors the systems and responds to intrusion detection system alerts.

Factor Authentication

For server administrative access AT&T provides Secure ID fobs to Customer system administrators requiring administrative access to the hosted servers.

Anti-Virus software

Anti-virus software is included on every hosted server. AT&T installs and maintains the anti-virus software.

Synaptic Hosting Server Infrastructure

AT&T provides licensing, installation and management of the operating system. Management options for Web Server, Data base, and Customer Applications is optional.

Virtual Servers are AT&T-certified and managed virtual devices known as “guests”. Each guest is configured with core processor unit(s) (pCORE)and memory usage. One pCore is the equivalent of a standard CPU core processor of a physical server. Maximum configuration is 4 pCore and 16 GB of RAM.

Management options are described in the AT&T Synaptic Hosting Management Option Table. Customer shall have only “Run As” or “SUDO-Open” access to administer Customer-managed applications. AT&T shall retain sole administrative access to the service platform; except, however, during the implementation phase Customer may be provided temporary administrative access to the servers for application installation. Service does not include root or equivalent Customer access to operating system.

Database and Web Server software management is an optional management feature of Synaptic Hosting Service. The services are available on AT&T certified versions of IIS and Apache per our certified library. The description below covers both one time (installation) and ongoing support of the software:

- Software installation, configuration and testing
- Software problem diagnosis and resolution
- Manage software resources (i.e., memory, CPU, input/output)
- Manage and install application of patches, service packs, and hot fixes per AT&T standards
- Troubleshoot availability issues and restore service

AT&TSYNAPTICHOSTINGMANAGEMENTOPTIONTABLE				
Component	Install	Configure	Monitor	Full Support



Server Hardware	AT&T	AT&T	AT&T	AT&T
Operating System	AT&T	AT&T	AT&T	AT&T
Web Server	AT&T or Client	AT&T or Client	AT&T or Client	AT&T or Client
Database	AT&T or Client	AT&T or Client	AT&T or Client	AT&T or Client
Application Software	Client	Client	AT&T or Client	Client

AT&T Synaptic Hosting – Support

Synaptic Hosting– Technical Support

AT&T Synaptic Hosting includes up to eight hours of technical support to assist with Customer’s application deployment. If the Customer wishes to purchase additional hours they may. Additional AT&T-provided technical support is available on a time-and-materials basis.

AT&T Synaptic Hosting – Software or Application Support

AT&T Synaptic Hosting does not provide support for Customer software or applications deployed on the Synaptic Infrastructure. Customer is responsible for ensuring that its applications operate in a virtualized environment.

AT&T Synaptic Hosting – Storage Options

Storage Area Network (SAN) options for physical and virtual servers are described in the AT&T Synaptic Hosting Storage Options Table.

AT&TSYNAPTICHOSTINGSTORAGEOPTIONSTABLE	
Tier	Description
2	Fiber Channel – RAID 5
3	Fiber Channel – RAID 5-Nearline

Additional fees apply for back up or storage services if Customer environment exceeds designated back up or storage limits.

AT&T Synaptic Hosting – Back Up Options

Backup Options are described in the AT&T Synaptic Hosting Backup Options Table. Under the AT&T Synaptic Hosting Backup options, Customer designated data footprint will be backed up to either the SAN (BU-14) or tape backup (BU-3) on a pre-determined backup schedule. Data backup will be available for immediate restoral during the retention period stated. Where indicated, Offsite Storage means that the customer tape backup is physically transported to an offsite secure vault location. Customer may request encryption of tape backup prior to offsite storage.

Back Up Condition/Limitation

Backup methodologies require that application and database files be in a consistent state (i.e. “not open”) during the backup execution. Customer shall provide pre and post backup scripts to enable AT&T to implement the backup application. Back up service does not include back up of Customer software or operating systems.

Storage Exceeding Designated Limits

Additional fees apply for back up or storage services if Customer environment exceeds designated back up or storage limits.

AT&T SYNAPTIC HOSTING BACKUP OPTIONSTABLE				
Option	Frequency of Backup	Retention Period	Offsite Storage	Encryption Available
BU-14	Daily incremental from prior day; weekly full backup.	Daily incremental is retained for 14 days. Weekly full backup retained 14 days.	None	No
BU-3	Daily incremental from prior day; weekly full backup.	Customer may restore to: <ul style="list-style-type: none"> Any day in the past 30 days (30 dailies); weekly full and daily incremental(s) from the last 30 days of backups will be retained Any week in the last year (52 weeklies); Weekly full from the last 365 days or the last 52 full backups will be retained 	Weekly	AES128 bit

Synaptic Hosting Service Availability SLA

Description

AT&T offers an SLA for AT&T Synaptic Hosting Service Availability. The AT&T Synaptic Hosting Service Availability SLA measures the overall availability of the AT&T Synaptic Hosting Service.

Service Level

The performance objectives for AT&T Synaptic Hosting Service Availability SLA is set forth in the AT&T Synaptic Hosting Service Availability Performance Objective Table. If AT&T does not meet this performance objective in a given calendar month, Customer is eligible for AT&T Synaptic Hosting Service Availability SLA credit as described in the AT&T Synaptic Hosting Service Availability Performance Objective Table.

“AT&T Synaptic Hosting Service Availability” is measured by the following calculation:

$$X = [(N - Y) * 100] / N$$

- X = Availability percentage
- N = Total Hours per Month
- Y = Hours the Service was not available solely because of an act or omission by AT&T (excluding Maintenance) (“Availability”).

AT&TSYNAPTICHOSTINGSERVICEAVAILABILITYPERFORMANCEOBJECTIVETABLE			
SLA = 99.9%	<99.9% – 95.0%	<95.0% - 90.0%	<90.0%
Service Credit applicable to Customer Monthly Charge for AT&T Synaptic Hosting Service.	5%	10%	20%

Exceptions

The AT&T Synaptic Hosting Service Availability SLA is not available and Customer is not eligible for service credits for failure to meet the performance objective for AT&T Synaptic Hosting Service Availability SLA until the ninety-first (91st) day after Service Activation.

6.3.1 AT&T Synaptic Hosting Disaster Recovery Service

Description

AT&T Synaptic Hosting Service provides a business grade AT&T-managed and monitored hosting service using a multi-tenant, virtualized platform located at a designated AT&T Internet Data Center (IDC). In order to support the specific requirements of the US Federal Government, the AT&T solution can incorporate a secondary or disaster recovery (DR) site.

This DR approach will provide geographic diversity between two AT&T US-based IDCs utilizing different power grids (east coast/west coast). Utilizing storage level replication between the primary SAN solution in one IDC and the secondary SAN in DR IDC, AT&T can utilize an AT&T private connection between the two locations, and perform a "SNAP" copy of the web servers in primary IDC.

Changes will be replicated via Symmetrix Remote Data Facility (SRDF) and saved to the agency storage drives at the AT&T DR IDC. Any changes from the previous saved files on the primary storage will be copied and sent to DR IDC where the changes are saved to the secondary storage drives at the DR IDC.

The DR IDC will also host two passive virtual machines with Red Hat Linux 5 and the same configuration of the guests as in the primary IDC. Upon declaration of disaster the web servers in secondary IDC would become primary. AT&T will send out a DNS change to map service requests to the DR platform located in the secondary IDC.

Table - Solution Summary Table – DR Site

SERVICE	AT&TSYNAPTICHOSTINGSOLUTION
INFRASTRUCTURE	Firewalls, Core Network, operating systems, web server software, security, and servers will be operated, monitored, and maintained by AT&T.
SERVERS	Total Quantity of Virtual Servers (Guests): (2) <ul style="list-style-type: none"> • 2 pCore x 4GB for [2] servers
STORAGE	1 TB Total Usable Storage per Virtual Server
AT&T SOFTWARE	AT&T Operating System Monitoring Infrastructure Monitoring RedHat Linux5.0 (32-bit)for [2] servers
BASELINE CONNECTIVITY AND FIREWALLS	Internet Bandwidth: [1] mbps CIR& burst able to 100 Mbps Replication Bandwidth: 1 Mbps between primary and secondary IDCs using AT&T private connection Dedicated, Redundant Virtual Firewall [1] (3 VLANS included)

ADDITIONALSERVICES	Virus protection - [2] protected servers Load balancing for up to [1] URLs
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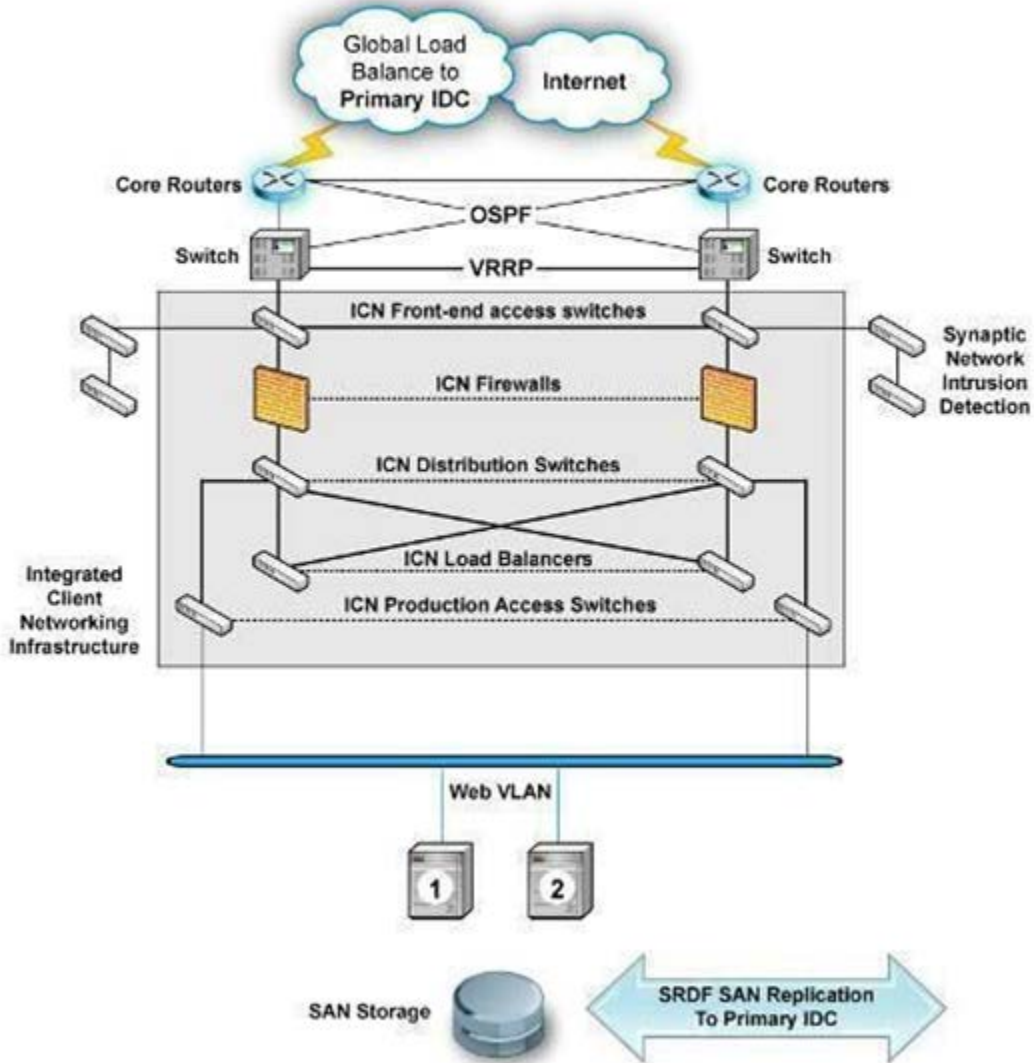
The table below identifies the role of the agency and of AT&T for preparation and activates associated with a disaster recovery plan. Upon request, AT&T can be contracted to provide some of the services that are listed below as the responsibility of the agency.

Table : Disaster Recovery Responsibilities

R=RESPONSIBLE C=CONSULT	TASK	AT&T	AGENCY
Implementation	Develop a written disaster recovery plan outlining necessary steps and sequences for failing over the production site to the staging site		R
Implementation	Allow production and staging servers to communicate over private replication connectivity	R	
Implementation	Review, document and verify replication	C	R
Implementation	Configure DNS for geographic failover	R	
Support	Provide replication bandwidth for disaster recovery environment	R	

R=RESPONSIBLE C=CONSULT	TASK	AT&T	AGENCY
Support	Verify, through dual-maintenance and replication that disaster recovery		R
Support	Maintain archive logs and indirect loads on disaster recovery systems		R

Secondary DR Site



6.4 AT&T Co-Located Hosting Service

Co-located Hosting Service from AT&T consists of conditioned rack space, power and network connectivity in one of our premium Internet Data Centers, as well as optional IT infrastructure, IT support and managed hosting services.

Capabilities: AT&T Co-located Hosting Services - Hosting Service defined as a collection of the following capabilities:

FACILITIES	Customer is assigned a number of cages and additions based on space requirements.
CONNECTIVITY	Dedicated Ethernet is available for front-end connectivity based on Committed Information Rate (CIR). Cross connects provide connectivity from customer site in an IDC to a customer Virtual Private Network (VPN).
POWER	Commercial power.
CUSTOMER ROUTER SUPPORT	Routing support for customer connectivity.

Rack / Cabinet Options

Two Post (Relay Rack)

Two post racks are 7 ft tall x 19"(inside dimension) x 3" deep. They have threaded screw-mounting holes. One 3.65"swing gate vertical cable Management is included with each rack. Two post racks are limited to approx. 600 lbs loaded weight due to their narrower footprint. They do not have doors or sides and can only be used in the caged environment.

Four Post Open Frame

Four Post Open Frame is a four (4) post rack, which has four vertical mounting rails. They have square universal mounting holes allowing different types of machines to be mounted in it. The dimensions are approx 24" wide x 36" to 39" deep and are 42 U or 45U in height, depending on the IDC. The inside width is 19". Four Post Open Frames have side panels with cabling knockouts but do not have doors. Four Post Open Frames can only be used in the physical cage environment. Cable Management is not included. Side panels may be removed by upon Customer request prior to installation. After deployment, a request to remove the side panels requires a change order and is subject to additional charge.

Power

Each IDC has Uninterruptible Power Supply ("UPS") systems. UPS systems receive power from both the commercial power utility and the standby generators. Each UPS system conditions the power and feeds the conditioned power to redundant power distribution units ("PDUs"). In case of a commercial power failure, multiple standby generators are available to provide power to the IDC within one minute of a commercial power outage. The one-minute gap is covered by the UPS battery system. During an extended commercial power outage, the diesel generators provide power using the fuel stored on site. Every IDC has a multiple-day fuel supply, with fuel delivery arrangements, if needed.

The following requirements apply to power circuits ordered by customer:

1. AT&T requires all circuits be ordered with one, (1) primary and one, (1) redundant circuit for fail-over per cabinet or rack.
2. The aggregate draw for power circuits ordered by customer shall not exceed 90 watts per square foot in the customer's cage area.
3. For standalone locking cabinets outside of a customer's cage, customer shall not exceed 1.8 kilowatts per cabinet.
4. If the Customer's actual power requirement exceeds 90 watts per square foot, then, where space is available, customer may purchase additional contiguous space to accommodate power consumption and heat dissipation.
5. For domestic US IDCs, all Power circuits are required to stay within 80% of the active circuit's rated value. For international IDCs, Power circuits shall exceed the power designation on the contract for that additional circuit.

AT&T will periodically review Customer's usage of primary and redundant circuits to verify that Customer is not exceeding the power limitation requirements or that Customer is not using a redundant circuit as a primary power circuit ("Power Oversubscription"). If Customer does not cure a Power Oversubscription within 30 days of notice, Customer will be deemed to have waived any applicable SLA for Power at the Site and AT&T may:

- i. discontinue or suspend the availability to Customer of the Remote Hands service at the Customer Site;
- ii. suspend and/or terminate Front End Connectivity (Internet) to the Customer Site; and
- iii. impose a Power Oversubscription Charge on Customer if Customer fails to lower its power usage to at or below the power limitation requirement within thirty (30) calendar days after notification. The Power Oversubscription Charge shall be applicable for each day Customer exceeds the power limitation requirements. The Power Oversubscription Charge shall be as described in your Service Agreement or the AT&T Enterprise Hosting Service Guide (<http://serviceguidenew.att.com/>).

Non Standard Additions

Non Standard Additions include the option for 1) mesh extensions of cages below the IDC raised floor and roof on top of a customer's cage, 2) patch panels inside cages and 3) security readers in addition to traditional cage access.

Cage mesh extensions are required to protect overhead areas which may enable entry into a secure room from an unsecured room, barricaded by the installation of a suitably secure partition which prevents "up and over" access. They also protect beneath raised floors, which may enable entry into a secure room from an unsecured room, barricaded by the installation of a suitable secure partition which prevents access.

Copper patch panels can be installed within a customer's cage that can be used as a media access point from rack to rack.

Security readers include biometric palm scanners as well as security card readers.

Front-End Connectivity

Front-End Connectivity provides Internet access to the AT&T IP Backbone via an Ethernet handoff from the IDC Infrastructure. Customer must commit to a minimum monthly bandwidth or Committed Information Rate (CIR) and Bursting is supported up to 50% over the CIR if the Ethernet media can support. AT&T may elect to apply rate-limiting technology at the CustomerCIR+50% threshold, if necessary, in order to prevent negative impacts to other customers' network availability.

A minimum 65Mbps CIR commitment is required if Customer requests a Gigabit Ethernet handoff.

A minimum 650Mbps CIR commitment is required if Customer requests more than two Gigabit Ethernet handoffs.

AT&T Responsibilities for Co-located Hosting Customers

AT&T will:

- charge customer based upon the percentile billing method described in the Service Guide.
- Bandwidth Utilization is described in the AT&T Enterprise Hosting Service Guide (<http://serviceguidenew.att.com/>).setup and Maintain the Ethernet handoff(s) to Customer.
- capacity manage the IDC Infrastructure, in order to provide CIR capacity plus bursting.
- require 14 weeks lead time to augment IDC Infrastructure for CIR requests of 500Mbps or greater in a single Customer IDC deployment

Customer Responsibilities– Co-located Hosting Customers

Customer will:

- select either single or dual Front-End Connectivity handoffs
- customers that select dual Front-End Connectivity handoffs for a high availability environment (active/active or active/passive) and corresponding Network Availability SLA, must request the Managed LAN Switching feature or supply and configure the layer 2 switch path. An exception to this requirement applies to customers ordering the Managed High Availability Firewall (FW) Service, in which case AT&T will configure the layer2 Switch path.

IP Address

AT&T will assign IP address space to each Enterprise Hosting Service Customer in the IDC.

AT&T Responsibilities

AT&T will:

- assign one IP address per Server and/or Network Interface Card ("NIC") indicated in the TOF
- use criteria based on both Request for Comment ("RFC") 2050, and on the current assignment policy used by American Registry of Internet Numbers ("ARIN") to conserve scarce Internet protocol version 4, ("IPv4")address when assigning IP address space to Customers
- allow only one IP address subnet per Front-End Connectivity handoff Managed for the Customer
- Require the provisioning of multiple Virtual Local Area Network ("VLANs"), by provisioning 802.1q VLAN tagging, if Customerrequests multiple external subnets on the same Front-End Connectivity handoff
- consider Customer requests for additional IP addresses exceeding 16 IP addresses per rack based on Customer-provided justification

- refer Customers to ARIN for initial or subsequent IP address requests which bring their AT&T allocated IP space to /21 or more at a single IDC; or to a total of /20 or more across multiple IDCs.

Customer Responsibilities

Customer will:

- make best efforts to forecast enough IP address expansion for future network growth over the first 6-12 months following execution of the Agreement, in order to lessen the likelihood of Customer having to renumber their Network in a short time after installation
- be able to support an 802.1q capable Ethernet interface on Customer edge network device to support VLAN tagging if requesting AT&T to provision multiple IP address subnets on a single Front-End Connectivity handoff
- provide detailed justification, including a network diagram, on the order form for IP address assignments exceeding 16 IP addresses per rack
- obtain, at Customer's expense, a SSL Certificate, Key (if not embedded in Certification), and password if SSL Acceleration is ordered as part of the Service. Customer is responsible for managing and renewing their certificates. AT&T will not generate or manage certificates for the customer for the SSL Accelerator Devices.

Border Gateway Protocol (BGP) Routing Services

AT&T Border Gateway Protocol (BGP) Routing Services support Customers that are multi-homing their Internet traffic through multiple ISP networks. Customers that want a BGP Peer in the IDC are strongly encouraged to have their own IP space and Autonomous System Number (ASN).

Client Managed BGP Routing

AT&T Responsibilities

- AT&T will:
- filter all Customer BGP peering sessions based upon both Autonomous System Network ("ASN") ASN- Path and network filters;
- not accept Customer route announcements smaller than a /24 network;
- provide information needed to Customer to configure the Customer side of the BGP peering within an IDC;
- assign a Private ASN if the Customer does not have their own ASN, from an inventory that AENS will reserve and Maintain;

Customer Responsibilities

Customer will:

- select the routes the Customer wishes to receive from AT&T, via the order form;
- provide the Customer-owned IP address block of /24 or greater, and ASN to be announced through AT&T.

AT&T VPN Service VLAN Cross-Connect Feature

The AT&TVPN Service VLAN Cross-Connect Feature (VLAN Cross-Connect Feature) provides an Ethernet layer 3 cross-connection between a Customer Site at an AT&T IDC and a Customer VPN on AT&T VPN Service. The VLAN Cross-Connect Feature does not provide or include management of CPE required for the layer 3 connection. The VLAN Cross-Connect Feature is not available at all IDCs and is subject to the availability of facilities.

Single or Dual VLAN Cross Connects

Single or dual VLAN connectivity may be requested. When two VLANs are requested, failover is supported if Customer applies BGP Routing on Customer-supplied routing equipment.

VLAN Cross-Connect Committed Information Rate

A VLAN Committed Information Rate (CIR) with rate limiting is applied to the VLAN Cross-Connect Feature. Bursting above the CIR is not permitted.

6.5 AT&T Tape Backup and Restore Service

Tape Backup and Restore Service

Tape Backup & Restore Service ("TB&R") provides the data backup process for individual files, file systems, and DB (off-line or on-line) Applications. A dedicated port per server is required for TB&R Service. Customer's billing is based on the number of Gigabytes (GB) transferred into and out of (for Restores) the Backup System each month per option chosen. The conversion methodology used is 1000 MBs is equal to 1 GB. Data is not compressed. Billing is based on raw data backed up. All TB&R Services will be available 24x7x365.

TB&R Service provides the Customer with the ability to save files on tape for the purpose of later restoring them if needed. Although TB&R is a component of and can assist with a disaster recovery event, it is not a recovery Service. In the event of a total failure, backing up the Operating System (OS) on the TB&R Service will not allow Customer to copy the OS backup to a new or fixed system as a means of reloading the OS. Conducting a complete recovery of a system would still require the reloading of the OS and most likely some Applications that existed on the machine prior to the failure. Customers may use the TB&R Service to back up the OS in order to restore the configuration files. Additional care must be taken during a restore of those configuration files as updating some files while the system is running will cause system failure. AT&T recommends that these files be restored to an alternate directory for review and update during planned downtime.

Backup Cycle

Automated backup of client-defined file systems and DB files consists of:

- a weekly backup cycle with one (1) weekly full and six (6) daily incremental i.e. the data that has changed since the last backup whether incremental or full.
- backups initiated within an AT&T defined window as specified in a schedule specific to Customer on-site, retention period for four (4) full backups and (24) twenty four incremental:

DAY	BACKUP TYPE
Day 1	Full Backup #1 (direct restoral from Full Backup #1 available until Full Backup on Day 29; Off- site, retention period of 3 months for Full Backup#1)
Day 2 to Day 7	Incremental Backups (direct restoral available until overwritten)
Day 8	Full Backup #2 (direct restoral available until Full Backup on Day 29)
Day 9 to Day 14	Incremental Backups (direct restoral available until Full Backup on Day 29)
Day 15	Full Backup #3 (direct restoral available until Full Backup on Day 29)

DAY	BACKUPTYPE
Day 16 to Day 21	Incremental Backups (direct restoral available until Full Backup on Day 29)
Day 22	Full Backup #4 (direct restoral available until Full Backup on Day 29; Full Backup #1 available for 3 months from off-site vault)
Day 23 to Day 28	Incremental Backups (direct restoral available until Full Backup on Day 29)
Day 29	Full Backup #5; (which replaces Full Backup #1)
Day 30 to Day 35	Incremental Backups (overwrites incremental backups from Day 2 thru 7)
Day 36	Full Backup #6 (which replaces Full Backup #2)
Day 37 to Day 42	Incremental Backups (Replaces incremental Day 9 to Day 14)
Day 43	Full Backup #7 (replaces full backup #3)
Day 44 to Day 49	Incremental Backup (replaces incremental Day 16 to Day 21)
Day 50	Full Backup #8 (replaces full backup#4; full backup #8 available for 3 months from off-site vault)
Day 51 to Day 56	Incremental backup(replaces Day 23 to Day 28)
Day 57	Full backup #9 (replaces full backup #5)
Cycle continues as shown	

Based on this retention schedule, twenty-eight (28) days of Customer data will be available on-site for restores.

TB&R Restores

This allows the Customer to restore data that has been previously backed up to a chosen media. AT&T/Customer initiated restores of on-site data will begin within 30 minutes of receipt of the request. Restores of off-site data will begin within thirty (30) minutes of the receipt of the media, dependent on the level of urgency requested for off-site data retrieval and the arrival of that data at the TB&R cage in the AT&T IDC. To determine the off-site retrieval time intervals available and the associated fees, please talk with your AT&T Enterprise Hosting Account Executive.

Off-Site Tape Storage

Off-site tape storage Service covers pick up, delivery, and off-site storage of the Customer's tapes for disaster recovery purposes. One full backup (monthly full) shall be kept for three (3) months off site as part of the TB&R standard Service. A per tape, per month charge shall apply.

Extended Vaulting for Standard Service

Customer must subscribe to the TB&R Standard Service to extend the off-site retention period beyond the standard three (3) months for additional charges. Options include 12, 24, 36 and 84 months.

Duplication of Weekly Full Backups Vaulted Offsite

Customer must subscribe to the TB&R Standard Service in order to choose 'Weekly Full Off-Site Storage'.

Under the Weekly Full Off-Site Storage option, each of the Customer's weekly full backups will be duplicated within 72 hours, and taken off-site during the next available Off-site Vaulting standard pickup. Customer must specify the length of time that they want the tapes vaulted.

Pricing for the 'Weekly Full Off-Site Storage' option is comprised of a per tape charge, a monthly storage fee, and a charge based upon the amount of data moved. The actual volume of data copied to each of these duplicated tapes will be added to the monthly invoice at the tiered price per GB. Customer's usage or data moved, will be increased by doubling the amount of data currently backed up on the weekly full backup schedule.

All other standard off-site retrieval fees apply for these tapes if they need to be recalled back to the library to perform a restore.

AT&T retains the ownership of all media, which will be recycled back into the TB&R library after the conclusion of the off-site vaulting period.

Tape Purchase

If Customer opts to discontinue their subscription to the TB&R Service, Customer has the option to purchase duplicate copies of the vaulted tapes. Customer must order these tapes prior to their actual Service cancellation and/or termination date. Customer can order the tapes by contacting the AT&T Service Center and requesting the tapes desired. Charges do apply. Once a Service cancellation and/or termination is exercised, and the Customer's Service discontinued, the Customer's tapes are no longer available. (NOTE: Tapes which the Customer has taken possession of will not be allowed back into the TB&R system for any reason after they have left the control of AT&T.)

Customer Configuration Requirements

AT&T Managed and Client Managed with Advanced Monitoring customers who subscribe to the service will be provisioned with an additional 100Mbps NIC dedicated for the connection to the Fast Ethernet back-end network. AT&T will provide a 100Mbps direct connection to the backend Switch for each device, up to four (4) servers. Client Managed customers must provide the 100Mbps NIC with an open port for each server subscribed to TB&R. If any customer (managed or unmanaged) has five (5) or more devices, the customer must rent the AT&T Managed 24-port full-duplex Switch for aggregating their backend backup NICs. The Switch must be configured with a single Gigabit Ethernet expansion slot for the uplink to the backend Switch.

The Customer must also be running a supported OS.

File Systems/Operating Systems Supported:

Customer's File, File Systems and OSs must be Veritas® NetBackup 5x (or the current version) compatible. It is Customer's and AT&T's responsibility to verify that Veritas can support Customer's systems.

AT&T Responsibilities– AT&T Managed

AT&T will:

- perform Veritas® installation/SW setup;
- provision and install dedicated NIC card;
- provision and install the AT&T Managed aggregation switch for 5 or more devices
- initiate restores (if media on-site, through GUI; otherwise through GCSC)

Customer Responsibilities– Client Managed with Basic and Advanced Monitoring

Customer will:

- Perform Veritas® installation/SW setup;
- provision and install dedicated NIC card;
- rent the AT&T Managed aggregation switch for 5 or more devices
- initiate restores (if media on-site, through GUI; otherwise through GCSC)

6.6 AT&T Managed Storage Service AT&T Managed Storage Service

AT&T provides Managed Storage Service solutions as part of its' Hosting and Application Services portfolio. This customized platform provides a utility based pricing model for managed storage services.

The service is a fully Managed primary data storage Service using a storage platform dedicated to customer. This service delivers a high availability, high performance scalable storage infrastructure capable of supporting heterogeneous server environments. It's ideal for agencies that do not have, or have elected not to invest in the extensive resources necessary to manage a storage infrastructure in-house. Physical and logical management of the storage network are provided as part of the service. The service will be offered in an AT&T Internet data center based in the Continental United States. The agency will have two different connection services available. A client can elect a configuration that utilizes serial attached SCSI (SAS) disk technology or a one that utilizes Serial Advanced Technology Attachment (SATA), or both.

The following is included in the utility storage based service:

- Design, installation, test and turn up of an advanced storage platform – scalable to 63TB primary and 50 TB backup storage, and modular to enable additional cost effective capacity when needed
- HW and SW Components needed to deliver the capability
- Management and Monitoring environment to support 24x7x365 Proactive Monitoring and Management of the infrastructure; maintenance included
- Highly available, highly resistant dual controller storage configurations including failover/load balancing software, required for the dual/redundant connectivity within a single AT&T Internet Data Center
- Comprehensive and "built in" software toolset, storage virtualization and storage efficiencies, featuring proven capabilities like deduplication on primary storage, thin provisioning and flexible volumes to consume capacity on demand services and automated growth of the managed storage platform.
- Dual Fiber Channel connectivity to the infrastructure
- Included support for Snap Vault, Snap Shots and Snap mirror for backup and recovery
- Storage assignment configured based upon customer-provided definition.
- Agency is responsible to acquire the access WAN circuit into the AT&T Internet Data Center.

AT&T responsibilities:

- procure AT&T selected HW and SW components needed to deliver the Service;
- perform installation and configuration of Storage Area Equipment in the customer cage in Ashburn or San Diego data centers
- provision cabling infrastructure between the customer co-location environment and/or an AT&T managed hosting environment and storage equipment;

- provide Host Bus Adapters and Host Bus Adapters drivers (Host Bus Adapters and Host Bus Adapters drivers are included in the service for additional cost) and path failover / load balancing SW required for Redundant Connectivity;
- install the Host Bus Adapters and drivers, fiber cables to Customer Server and path failover / load balancing SW;
- Maintain (i.e. replace the fiber cables, the Host Bus Adapters and the Fail-over/Load Balancing SW, if they are not working) the physical communications infrastructure, which is the physical connections from customer infrastructure to the storage infrastructure within the IDC;
- perform storage configuration (allocation of storage capacity to Customer Servers, configuration of storage fabric zoning and security mapping);
- perform pre-production testing prior to turn up of the service to validate the Service is working to demonstrate the availability of the storage Service to Customer for approval through a User Acceptance Test (UAT);
- initiate Billing upon successful completion of UAT;
- provide 24x7x365 Proactive Monitoring and Management of the storage infrastructure;
- provide proactive operations support and troubleshooting of the storage infrastructure;
- Maintain the infrastructure and Monitoring tools;
- advise Customer of any issues with storage performance and/or HW required for delivery of the storage service
- periodically upgrade and / or replace HW and SW
- Disconnection; upon termination of managed storage service erasure of data from customer's storage.

Customer's responsibilities:

- provide AT&T with a Single Point Of Contact (SPOC) to serve as primary point of contact between AT&T and Customer. The SPOC will be responsible for coordinating Customer's activities for the project(s) and for providing qualified personnel to assist during Service installation, UAT and troubleshooting. SPOC will be responsible to certify the accuracy of data provided by the Customer
- provide AT&T with accurate and complete description of Customer infrastructure, objectives and requirements.
- review and respond to AT&T questions regarding Customer requirements for the storage service
- participate in UAT
- certify that Service is delivered and available to Customer upon completion of UAT
- monitor Customer disk space usage (capacity utilization)
- contact AT&T if additional storage service capacity or server connectivity is required
- not load or authorize any other company but AT&T to load additional storage Management or monitoring SW and/or agents onto any Server that is connected to the storage service, without written authorization by AT&T.
- not connect or authorize any other company but AT&T to connect any additional HW without written authorization by AT&T;
- permit maintenance and accommodate HW and/or SW upgrades (including migration of data) upon request from AT&T.

Maintenance of Service:

When service components require upgrade or replacement Customer data may be required to be migrated. Prior to Customer data migration, AT&T will notify Customer in writing that a mutually agreeable maintenance window must be scheduled to complete the upgrade. Customer agrees to provide, within ten (10) days of AT&T's request, maintenance window(s) to accommodate the maintenance or upgrade. Upon receipt of Customer's response or if Customer does not respond within the 10-day period, AT&T shall schedule the maintenance and/or upgrade (including migration of Customer data). If Customer does not permit AT&T to perform the work on the scheduled date(s), SLAs shall be suspended until AT&T can complete the work, and upon further written notice, AT&T may suspend its performance of Service until AT&T can complete the work.

SLAs

Under the storage service availability SLA if AT&T fails to meet the SLA performance objective, customer will be eligible to receive a service credit against the storage monthly service charge incurred during the affected month.

AT&T will offer the following SLA associated with the aforementioned service: 99.99% Storage Service Availability

Availability is measured by the following calculation:

- $(TM - TDT) / TM \times 100 = \% \text{ AT\&T Service Availability}$
- TM = Total available AT&T Service minutes per Month (Total minutes in a month – Maintenance = TM). Total available minutes do not include time attributed to Maintenance.
- TDT= Total down time minutes in a month where the AT&T Service was unavailable

Storage Service is considered available if Customer has read/write access to the service at the logical volume level (Customer data). An Outage occurs if Customer is unable to obtain read/write access to the service at the logical volume level for 1 minute.

STORAGESERVICEAVAILABILITY PERFORMANCE OBJECTIVE TABLE				
SLA = 99.99%	<99.99% - 99.7%	<99.7% - 99.0%	<99.0% - 98.0%	< 98.0%
Customer is eligible for Service Credit against monthly recurring charge for the storage service.	5%	10%	15%	20%

Exceptions:

AT&T is not responsible for a failure to meet a performance objective due to The failure Fail-over / Load Balancing software.

AT&T Remote Vault Services

AT&T Hosting and Application Services provide hosting and backup services within AT&T's 38 global Internet data centers (IDC). AT&T Remote Vault Services specifically provides managed backup and restore service for client data stored on servers and PCs (laptops, desktops, etc.) located at client sites or other remote locations. Customer data is stored on disk-based storage media located at an AT&T IDC. Currently the Remote Vault infrastructure resides in the following AT&T Internet data centers:

- Ashburn, VA
- Lithia Springs, GA
- Secaucus, NJ
- Los Angeles, CA

AT&T Remote Vault requires a client-provided TCP/IP connection (using the internet, private line, or virtual private network) between client data and the AT&T IDC. AT&T Remote Vault includes AT&T Remote Vault master and client backup software, IDC storage platform monitoring, and reporting.

BACKUP AND RETENTION POLICIES:

AT&T Remote Vault consists of one daily backup initiated within an AT&T defined window that provides a point-in-time copy of the data that can be fully restored without the need to restore additional incremental backups. Customer-selected files are backed up on a customer defined backup cycle.

RESTOREPOINTS/ RETENTION CYCLE	BACKUP
Restore Points (8-5-4)	Eight (8) daily backups, five (5) weekly backups, and four (4) monthly backups are available for restore
Restore Points (30-0-0)	Last thirty (30) unique restore points of customer data available on the disk appliance for restores
Restore Points (7-0-0)	Last seven (7) unique restore points of customer data available on the disk appliance for restores
Restore Points (30-5-12)	Thirty (30) daily backups, five (5) weekly backups, and twelve (12) monthly backups are available for restore

SERVICE OPTIONS:

Duplication Service Option: This option allows for the duplication of backup data in a separate geographically dispersed IDC. The client will have backup data in two of the four IDCs mentioned above.

Quick Restore Option: This option allows backup data currently in one of the four IDCs to be shipped, via a data storage appliance, to a separate client location or other IDCs for restoral.

SLAs:

Remote Vault Availability	99.9%
Remote Vault Service Backup Availability	Completion of backup in 24 hour period
Remote Vault Service Restore Availability	Restore is initiated within 60 minutes of client request

7.0

AT&T Business Internet Service

Service Description

6.0 AT&T Business Internet Service Overview Service Description

AT&T Business Internet Service offers a single integrated remote access solution for both your U.S. and International End Users. We offer flexible analog speeds up to 56 Kbps and up to 128 Kbps with ISDN. The remote client configuration feature has the ability to automatically configure the Netscape and Microsoft browser and e-mail programs provided with our dial access kit. Helpdesk support is provided globally and is available in English in the United States as well as both English and the language of the local country in other countries. The U.S. Help Desk is generally available to receive your calls twenty-four hours a day, seven days a week (24x7) and is available during extended business hours in the other countries. The help desk provides assistance with connectivity, configuration and service. In addition to telephone support, our customers may report a problem online 24x7 from our home page www.attbusiness.net.

AT&T Business Internet Service provides an Internet access kit which includes an AT&T Dialer, an Internet mail client and a World Wide Web browser. A 12 MB Post Office 3 Protocol (pop3) mail account is included and allows for an optional custom mail domain that can identify your agency. Additionally, we include Web Mail, which is an e-mail service that allows users to access their e-mail from virtually any computer connected to the Internet. With Web Mail, you can view and respond to your new e-mails via a browser after the computer has established an Internet connection. Security authentication is tightly controlled, as your end users must supply an account, user ID and password to access AT&T's network. Our Fenced Internet option helps you to control what sites your end users can access. Personal Web space is also available for those that want to create their own web pages. Once connected to AT&T Business Internet Service, you may operate your own Virtual Private Network (VPN) using one of the many well-known VPN products.

There are currently over 775 points of presence (POP) in the U.S. and over 1,200 globally. Several countries in EMEA and Asia Pacific use a convenient toll free nationwide phone number for access from anywhere in the country. The vast majority of our POPs offer v.90 capabilities with ISDN connections also available in a large portion of the access points.

Features

AT&T Business Internet Service is designed to integrate, now and in the future, with other AT&T business services such as virtual private network, dedicated access and Web hosting. Plus, we offer these standard features:

- Local dial access available currently from more than 775 U.S. cities, 1,200 access points throughout the world
- Support for V.34/V.90 with dial access speeds to 56 Kbps and up to 128 Kbps with ISDN in selected cities
- AT&T Global Network Dialer for Windows 95/98/2000/ME/NT, Win CE, Macintosh, and Palm Pilot
 - Use of Internet applications
 - Optional custom mail domain name
 - Access to newsgroups
 - Use of AT&T Business Internet Service accounts, IDs, passwords.

The AT&T Dialer

Connection to AT&T Business Internet Service is easy with our state of the art dialer, which automatically configures software for simple set up. Customization of the dialer is available to help meet your unique agency needs.

Our dialer contains a list of all dial access numbers globally. Within the U.S. and Canada, an additional optional feature is available. If the Exchange and Local Calling Area database file is available, you can enter your Area Code and Exchange (the first three digits of the local portion of your phone number), and we will present a sorted list of access numbers. Generally, the number at the top of the list will be the least expensive number to dial from the area code and exchange that you have provided.¹ As an AT&T Business Internet Service customer, you can easily take advantage of the latest enhancements to our dialer by receiving automated software and phone list updates electronically. We also give you the option to have the software check for updates at the frequency you desire. In addition, you may specify what versions you would like made available to you users. This allows you the time to do your own in house quality assurance testing prior to making a new version available to your end users. Our software is available for download from our site at <http://www.attbusiness.net>. The use of multiple user profiles is available for your associates who travel frequently and want to avoid establishing new profiles while on the road.

The AT&T dialer is compatible with most operating systems including Windows 95/98/ME/2000 and NT with versions available in English, Brazilian Portuguese, French and Spanish. It is also available for Macintosh, Win CE and Palm Pilot. The dialer contains software that transparently collects connection data that is used by AT&T to measure the customer experience connecting to our network and to quickly correct any areas where there are problems.

While this represents what we currently believe to be the least expensive number to dial from the area code and exchange that you have supplied, this information may not, in all instances be correct. Further, this information may change, without notice to you, from time to time. You should check with your local telephone service provider if you wish to verify that your chosen number in fact provides the least expensive connection from the area code and exchange where you are accessing the service.

International Access

AT&T Business Internet Service is global, currently more than 55 countries are accessible using the same software dialer and technology. There is no requirement to download additional software. For your convenience, a list of all of our global dial access numbers and global help desk numbers are included in our dial software.

- AT&T Business Internet Service covers four global regions:
- North America (U.S. & Canada)
- Latin America (South America, Mexico, Curacao)
- EMEA (Europe, Middle East& Africa)
- Asia Pacific.

There are no roaming charges to agency users while traveling in their home region. A competitive hourly charge will apply to users roaming outside of their home region.

To view a complete list of the countries where we provide access, please visit the URL of <http://attbusiness.net/regctr/index.html> and select "our access numbers."

Help Desk

AT&T's world class help desk is accessible globally to AT&T Business Internet Service customers. Worldwide, common tracking systems and tools are shared which makes problem determination and resolutions between countries seamless. Escalation procedures are also common to ensure that customers receive the same consistent quality service no matter where they are. Our well-trained representatives are also technical experts who also provide support in the local language. The help desk philosophy, available in most major areas 24x7, is to resolve our customer's problems in a timely and professional manner as well as to continually analyze the reasons customers call in order to further improve our service. When the customer visits www.attbusiness.net, they will find a complete Help center that contains many helpful tutorials and graphical self-help documents.

Fenced Internet Option

Fenced Internet allows your agency to limit the access of your users to a defined set of servers and web sites. You are able to define a list of up to 90 IP addresses. Attempts to access sites that are not on the authorized lists will be denied.

Authentication

AT&T handles the security authentication into our service using a user id and password to logon to our network. AT&T also supports Secure ID, Safe word and RADIUS third party authentication. This allows our customers to provide the security authentication rather than the authentication provided normally by AT&T.

Users of AT&T Business Internet Service place a call to a dial gateway, which authenticates the user's account, and password. When the requester is authenticated, the dial gateway assigns an IP address, sends it to the requesting device and the IP route to the Internet is established. At this point the user starts one or more TCP/IP applications.

Customer Benefits

AT&T Business Internet Service gives you a one-stop source for Internet access, with network reliability, easy installation and use, flexible billing options, security features and world-class customer support. Other benefits include:

- State of the art network technology
- High performance dial communications with speeds up to 56 Kbps and 128 Kb with ISDN
- POPs currently in over 55 countries with more than 1,200 POPs worldwide
- Global roaming available for the traveling user

Advanced dial gateway technical platform enabling fast deployment of dial enhancements

- Automatic updates of dialer software, modem lists and phone directories
- Web Mail
- Automatic remote client configuration to reduce the possibility of configuration errors
- Fenced Internet feature for increased productivity and security via customer-controlled access to Internet sites for end users
- VPN Ready
- Online help center for quick answers to your questions

- Global help desks with English and local language support
- Physically secure, managed high speed backbone
- Provides customers with a consistent worldwide dial access capability
- Same account ID, Customer ID and password globally
- Invoice billing.

Pricing Plans

AT&T offers multiple pricing plans to meet the agencies' usage needs. All include access to end user business grade customer service. A brief description of each of our United States corporate plans follows.

Base Plan

This plan is for the company that only requires a few hours of Internet access per user per month. Each user is charged per hour of connection time.

Intermediate Plan

If the customer has 5 - 24 end users, this plan is ideal. Each user can receive up to 150 hours of Internet access for one low price. A small hourly charge applies to hours in excess of 150 hours. One e-mail ID is included with each access ID.

Enterprise Plan

This plan is designed for 25 end users or more. For an agency with 25 registered IDs, you may take advantage of this plan which offers all the benefits of the Intermediate plan but with a price advantage.

Account Cap Plan

If the customer has a few "power users", but the bulk of the users will be on for only a few hours a month, this plan may appeal to your company. One per user charge is applied for an average of 23 hours of use per end user. If the average hours of use exceed 23, a small hour charge is applied. This plan is only available for 500 or more users.

Credit Card Plans

AT&T has convenient credit card billing plans as well. Once a customer downloads our software or receives an Internet access kit, he can simply dial in and register to the service. The plans available will be shown at registration.

Billing

The Government Purchase Card can be used for immediate Internet access under AT&T's credit card plans.

With five or more users, your agency can establish a standard billing agreement and get a single monthly invoice from AT&T covering all user IDs. Detailed billing reports are provided and departmental billing is available.

Summary



AT&T Business Internet Service provides a comprehensive suite of access, application and service features combined with high-speed Internet access. These services are designed to support the corporate user, offering low cost connectivity to the Internet.

8.0

AT&T Digital Subscriber

Line Internet Service

7.0 AT&T Digital Subscriber Line Internet Service

Service Description

AT&T's Digital Subscriber Line (DSL) Internet service solves the telephone network congestion problems by sidestepping local phone company switching bottlenecks. This service gives agencies high-speed access to the Internet, twenty-four hours a day, seven days a week (24x7), managed by AT&T. DSL is able to offer lower costs because it dramatically reduces the circuit access charges and allows for traffic aggregation across a large number of customers. Moreover, DSL boosts speeds up to 50 times faster than 28.8 Kbps analog modems and up to 25 times faster than 56 Kbps modems.

Until now, medium and small agencies have not been able to enjoy the full benefits of the Internet revolution. Dial up access is certainly affordable, but too slow. ISDN service is faster but expensive. Besides being affordable, DSL is the perfect solution for small to medium sized agencies, remote branch offices, telecommuters and small offices/home offices. AT&T DSL Internet Service enables agencies to communicate with millions of Internet users and countless information resources around the world.

DSL is a broadband access technology that allows transmission at bandwidths from 144 Kbps to 1.5 Mbps. DSL offers high bandwidth at lower prices than other types of Private Line access. DSL Technology is available in several varieties. AT&T DSL Internet Service utilizes SDSL, ADSL and IDSL access technologies (described below). The type of DSL access utilized will depend upon the access speed and the distance the user is from the central office. The maximum speed possible on a loop varies inversely with the length of the local loop. The longer the loop, the smaller the data speed. The suite of DSL services that are available from AT&T include:

Symmetric Digital Subscriber Line (SDSL): SDSL provides up to 1.5 Mbps duplex bandwidth. The maximum bandwidth varies depending upon the distance of customer location from the central office (where the phone terminates). The larger the distance, the smaller the bandwidth.

Asymmetric Digital Subscriber Line (ADSL): ADSL provides asymmetric bandwidth to the customer premises. The downstream bandwidth (to the customer from the network) is larger than the upstream bandwidth (to the network from the customer). The customer eligibility for these bandwidths depends upon the distance the user is from the central office just like SDSL. ADSL is used for Internet and remote Local Area Network (LAN) access.

ISDN Digital Subscriber Line (IDSL): IDSL provides up to 144 Kbps transfer rates in each direction (similar to ISDN).

Service availability is dependent upon the geographic location of the customer. Customers must contract their AT&T Sales Representative to determine the availability of DSL for their location.

AT&T DSL Internet Service Offer

OPTION	DESCRIPTION
<p>Single User 608/128 Kbps Available @ Residential Locations Only</p> <ul style="list-style-type: none"> • Always on connection • Affordable Pricing • High Speed • Uses existing Phone Line • Self-Installation. 	<ul style="list-style-type: none"> • Connects one user to the Internet • One IP address per site - Dynamic • Available in speeds of 608K/128K, 1.5M/384K, 144/144K • Can get up to 2 free att global. netmail accounts. These accounts which have a mail attachment capacity of 3 MB • Additional attglobal.netmailboxes can be purchased • Managed Option Available - AT&T provides the DSL modem/router for a regular monthly fee and provides remote configuration of the DSL modem/router; free repair or replacement in the case of modem/router failure; free software upgrades to the DSL modem/router and ongoing management and repair. It is not necessary to purchase the modem or router at the time of installation. • Self-Installation allows the end-user to install their own DSL equipment without a visit from a technician, providing the answer of three questions.
<p>Single User Always on connection AffordablePricing High Speed Allows for connections of locations at longer distances from the Telco Central Office.</p>	<ul style="list-style-type: none"> • Connects one user to the Internet • One IP address per site - Dynamic • Available speed - 144/144K • Can get up to 2 free attglobal.netmail accounts. These accounts which have a mail attachment capacity of 3 MB • Additional attglobal.netmailboxes can be purchased • Managed Option Available - AT&T provides the DSL router for a regular monthly fee and provides remote configuration of the DSL router; on-site installation; free repair or replacement in the case of router failure; free software upgrades to the DSL router and ongoing management and repair. It is not necessary to purchase the router at the time of installation. • Installation of new telephone line and jack up to 50 feet from Telephone Network Interface** • Self-Installation allows the end-user to install their own DSL equipment without a visit from a technician, providing the answer of three questions.
<p>Multi-User Connects multiple PCs (up to 29)*to the Net through a single, always on connection Increase productivity Same high-speed access both to and from the Internet Affordable Pricing High Speed *Computers must be networked via an Ethernet Hub</p>	<ul style="list-style-type: none"> • LAN connection to the Internet • Routed connection • Up to 29 usable Static IP addresses • Available in speeds of 144/144K, 192/192K; 384/384K; 768/768K; 1.1/1.1M; 1.5/1.5M • Multi-user customers can get up to 5 free attglobal.netmailboxes. • Customer's wishing to purchase additional attglobal.net mailboxes, will be charged a fee for each additional mailbox. • Managed Option Available - AT&T provides the DSL router for a regular monthly fee and provides remote configuration of the DSL router; on-site installation; free repair or replacement in the case of router failure; free software upgrades to the DSL router and ongoing management and repair. It is not necessary to purchase the router at the time of installation. Dynamic Host Configuration Protocol (DHCP) which provides dynamic addressing is provided in Managed Multi-user Service. • Installation of new telephone line and jack up to 50 feet from Telephone Network Interface. **

Self-Installation applies to ADSL Line shared single users. The customer will need to answer three questions: 1) Do you have six or more devices on the phone line that will be utilizing DSL? 2) Do you have a Burglar Alarm or TDD on the phone line? 3) Is there any other device that will require the use of a splitter on the phone line? If the customer answers yes to any of these questions, they will be charged a fee for a professional installation.

Single User Options for 608K/128K and 1.5M/384K are used when there is only one PC connected to the DSL. The 608K/128K service is ONLY Available @ Business Locations. The 1.5M/384K service is available

@ Business locations. This DSL service will be implemented on an existing telephone line as line shared.

Single User Option for 144/144K is used when there is only one PC connected to the DSL and is intended for use at all qualified residential or business locations. This Single User DSL service will be implemented with a new line.

Multi-User Option is used when there is more than one PC connected on a LAN. The LAN is connected to the DSL using a DSL Router and all PCs share the DSL service. This DSL service will be implemented with a new line.

The following operating systems are supported for Single and Multi-User Options: Win 95; Win 98; Win NT & Mac OS Win 2000.

*** An Additional inside Wiring Charge of \$100 may apply if wiring that will take longer than 15 minutes is required. The Field Service Technician will provide up to 2 hours of inside wiring. In this case, the Additional Inside Wiring Charge of \$100 will apply. If Extensive Inside Wiring is needed (longer than 2 hours), AT&T will not perform this work. The client is responsible for contracting a third party to have the Extensive Inside Wiring completed. The Field Service Technician will test and turn-up the circuit at the Network Interface Device (NID).*

Benefits

AT&T Internet Service DSL offers agencies many advantages, including the following:

- AT&T has available DSL service in many markets nationwide- see Addendum.
- Private peering arrangements allow AT&T to provide the fastest Internet access possible Offers speeds up to 50 times faster than 28.8 Kbps analog modems - and up to 25 times faster than 56 Kbps modems
- Ease of ongoing installation and ongoing support
- Provides high-speed remote access to your Wide Area Network (WAN) environment
- No dialing in and logging on - no busy signals ever
- Offers an access solution that's particularly cost-effective for growing agencies Offers a Single User Line Sharing Option - use your existing phone line for both analog phone service and AT&T DSL service
- Service Level Agreement for Multi User service.

You can most specifically benefit from AT&T DSL Internet Service if you operate:

- A small business or small office/home office using analog dial Internet access and need higher bandwidth
- A small to mid-sized business running 56 Kbps private line or ISDN Internet access
- A medium or large business with fractional T1 Internet access.
- Service Level Agreement - Service Availability Guarantee
- Customers of the AT&T DSL Internet Service who have purchased and been provisioned with Multi-User Service ("Customers") are provided a limited guarantee of service availability. If a Customer experiences a Service Outage in excess of 60 consecutive minutes for any of Customer's Multi-User DSL lines during any calendar day, the Customer will be eligible for a credit of one day's worth (1/30th) of the Customer's Monthly Service Fee.

How DSL Works

Traditional phone service (sometimes called "Plain Old Telephone Service" or POTS) connects your home or small business to a telephone company office over copper wires that are wound around each other and called twisted pair. Traditional phone service was created to let you exchange voice information with other phone users and the type of signal used for this kind of transmission is called an analog signal. An input device such as a phone set takes an acoustic signal and converts it into an electrical equivalent in terms of volume and pitch. Since the telephone company's signaling is already set up for this analog wave transmission, it's easier for it to use that as the way to get information back and forth between your telephone and the telephone company.

Because analog transmission only uses a small portion of the available amount of information that could be transmitted over copper wires, the maximum amount of data that you can receive using ordinary modems is about 56 Kbps. The ability of your computer to receive information is constrained by the fact that the telephone company filters information that arrives as digital data, puts it into analog form for your telephone line, and requires your modem to change it back into digital. DSL is a technology that assumes digital data does not require change into analog form and back. Digital data is transmitted to your computer directly as digital data and this allows the phone company to use a much wider bandwidth for transmitting it to you.

Ordering & Customer Care Support

Once your DSL service is up and running, you can contact the AT&T Customer Care Center toll free for trouble-reporting, billing inquiries, canceling/changing (from one bandwidth to another) service, and technical questions. The number to call for billing, provisioning and maintenance inquiry is 1-877-XDSL-ATT.

9.0

AT&T Professional Services

Service Description

Professional Service Descriptions Service Description

0001: Systems Analyst/Programmer

General Summary

Provides technical support for software development and integration efforts. Performs in a variety of technical areas including systems requirements analysis, data analysis and engineering, systems design, systems development, computer programming, systems testing and deployment, quality assurance, configuration management, and systems documentation. Reports to technical lead for a task or project.

Principal Duties and Responsibilities

Analyzes and develops computer software processing a wide range of capabilities including engineering, business, and records management functions. Develops plans for automated information systems.

Analyzes user interfaces, maintains hardware and software performance tuning, analyzes workload and computer usage, maintains interfaces with outside systems, and analyzes proposed system modifications, upgrades and new COTS. Defines the problem and develops system requirements and program specifications. Programmers prepare detailed specifications and computer software programs. Integrates, tests, and debugs software components. Prepares required documentation including program-level and user-level documentation. Enhances existing software systems. May provide technical data base support including: data base design; data integration; data standardization; enterprise-wide data architecture specification; and data base management.

Job Qualifications/Educational Requirements

Bachelor of Science Degree with at least three (3) years' experience in analysis and or programming. Four additional years of related experience may substitute for degree.

0002: Senior Systems Analyst/Programmer

General Summary

Provides technical guidance and skills in support of information systems development and integration efforts. Performs in a variety of technical areas including systems requirements analysis, data analysis and engineering, systems design, systems development, computer programming, systems testing and deployment, quality assurance, configuration management, and systems documentation. May serve as a technical lead for a task or project.

Principal Duties and Responsibilities

Provides technical and administrative support for information systems development tasks, including execution of technical tasks, the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinates with management staff to ensure problem solution and user satisfaction.

Job Qualifications/Educational Requirements

Bachelor of Science Degree with at least five (5) years' experience in analysis and or programming. Four additional years of related experience may substitute for degree.

0003: Principal Engineer/Analyst

General Summary

Provides technical direction and expertise in a variety of specialized areas including information systems engineering, systems architecture, systems integration, telecommunications, systems standards, process engineering, systems design and requirements specification. May serve as technical director or senior technical staff.

Principal Duties and Responsibilities

Responsibilities may include a combination of the following:

- Establishes system information requirements.
- Designs architecture to include the software, hardware and communications to support the total requirements.
- Evaluates and integrates cross-functional requirements and interfaces.
- Evaluates and defines system requirements.
- Performs enterprise-wide strategic systems planning.
- Provides technical and/or subject-matter expertise to project.
- May supervise technical staff.
- Job Qualifications/Educational Requirements

Bachelor of Science Degree with at least seven (7) years' experience in analysis and or programming. Four additional years of related experience may substitute for degree. Advanced degree in specialized area may substitute three (3) years' experience

0004: Associate Manufacturing Systems Engineer

General Summary

Provides experience with engineering principles and practices as they apply to ADP and or aerospace, space technologies, or manufacturing systems for highly complex products and services. Has general experience in various technical areas. Participates in studies in the areas of Advanced Industrial practices, Sustainment, and Electronic commerce.

- Principal Duties and Responsibilities
- Responsibilities may include a combination of the following:
 - Create architecture design to support requirements
 - Develop test and evaluation criteria
 - Analyze industrial practices
 - Performs industrial base analysis

- 1) Assists in the planning and assessment of the program. Job Qualifications/Educational Requirements

Bachelor of Science Degree with at least three (3) years' experience in engineering. Four additional years of related experience may substitute for degree.

0005: Senior Manufacturing Systems Engineer

General Summary

Provides experience with engineering principles and practices as they apply to ADP and manufacturing systems for complex products and services. Has extensive experience in determining the ability of assigned equipment and subsystems to meet mission and operational requirement. Conducts studies in the areas of Advanced Industrial Practices, Sustainment, and Electronic Commerce. May serve as technical director or senior technical staff.

Principal Duties and Responsibilities

May include a combination of the following: (1) Establish system requirements (2) Creating architecture design to support requirements (3) Developing test and evaluation criteria (4) Analyze industrial practices (5) Performs industrial base analysis (6) Responsible for planning and conducting state of the art programs (7) May supervise technical staff.

Job Qualifications/Educational Requirements

Bachelor of Science Degree with at least five (5) years' experience in engineering. Four additional years of related experience may substitute for degree.

0006: Principal Manufacturing Systems Engineer

General Summary

Provides experience with engineering principles and practices as they apply to ADP and manufacturing systems for highly complex products and services. Has extensive experience in determining the ability of assigned equipment and subsystems to meet mission and operational requirement. Conducts studies in the areas of Advanced Industrial Practices, Sustainment, and Electronic Commerce. May serve as technical director or senior technical staff.

Principal Duties and Responsibilities

May include a combination of the following: (1) Establish system requirements (2) Creating architecture design to support requirements (3) Developing test and evaluation criteria (4) Analyze industrial practices (5) Performs industrial base analysis (6) Responsible for planning and conducting state of the art programs (7) May supervise technical staff.

Job Qualifications/Educational Requirements

Bachelor of Science Degree with at least seven (7) years' experience in engineering. Four additional years of related experience may substitute for degree. Advanced degree in specialized area may substitute 3 years' experience



0007: Information Security Analyst

General Summary

Support for Information Security (INFOSEC) and trusted systems technology. Assists in the analysis and definition of security requirements. Assists in the design, development, testing, and documentation of cryptographic products, trusted networks, database management systems and telecommunications subsystems. Researches, drafts, and provides input regarding information security policies, trusted computing base architectures, and security engineering practices and processes. Assist with certifications and accreditation reviews, security test and evaluations, and may draft associated reports.

Principal Duties and Responsibilities

Supports automated information system security engineering tasks which may include policy development, asset and risk assay, development of security specifications/architectures/plans, development and/or installation of digital signature systems, support for key and certificate management, implementation/support of trusted computing base, systems certification and accreditation support, and hands-on development and operation of pilot or prototype information security applications. Provides research and initial input for analysis of the current DoD information security architecture and comparative assessments of alternate approaches. Assists in the design, development, debugging, testing, documentation development and maintenance of computer programs for security applications.

Job Qualifications/Educational Requirements

Bachelor's degree in a relevant technical or a business-related field. Four (4) years' experience in Information Security. Experience with at least 2 of the INFOSEC fields of Computer Security, Cryptography, network security, certification/accreditation, and risk analysis. Four additional years of related experience may substitute for degree

0008: Senior Information Security Specialist

General Summary

Senior lead or support for INFOSEC and trusted systems technology. Analyses and defines security requirements. Designs, develops, tests, and documents cryptographic products, trusted networks, and database management systems and telecommunications subsystems. Researches, writes, reviews, and makes recommendations regarding information security policies, trusted computing base architectures, and security engineering practices and processes. Conducts certifications and accreditation reviews, security test and evaluations, and drafts associated reports.

Principal Duties and Responsibilities

Leads or supports automated information system security engineering tasks which may include policy development, asset and risk assay, development of security specifications/architectures/plans, development and/or installation of digital signature systems, support for key and certificate management, implementation/support of trusted computing base, systems certification and accreditation support, and hands-on development and operation of pilot or prototype information security applications. Conducts analysis of the current DoD information security architecture and reports comparative assessments of alternate approaches. Designs, develops, debugs, tests, documents and maintains computer programs for security applications.



Job Qualifications/Educational Requirements

Bachelor's degree in a relevant technical or a business-related field. Six (6) years' experience in Information Security. Experience with at least 2 of the INFOSEC fields of Computer Security, Cryptography, Physical/facility, network security, certification/accreditation, risk analysis, disaster recovery planning and execution. Four additional years of related experience may substitute for degree. Advanced degree may substitute for three years of experience.

0009: Principal Information Security Specialist

General Summary

Technical lead for INFOSEC and trusted systems technology. Designs, oversees development and test, and documents cryptographic products, trusted networks, database management systems and telecommunications subsystems. Researches, writes, reviews, and makes recommendations regarding information security policies, certifications and accreditation reviews, security test and evaluation reports, trusted computing base architectures, and security engineering practices and processes.

Principal Duties and Responsibilities

Leads automated information system security engineering tasks which may include policy development, asset and risk assay, development of security specifications/architecture/plans, development and/or installation of digital signature systems, support for key and certificate management, implementation/support of trusted computing bases, systems Certification & Accreditation support, and hands-on development and operation of pilot or prototype information security applications. Conducts analysis of the current DoD information security architecture and reports comparative assessments of alternate approaches. Designs, develops, debugs, tests, documents and maintains computer programs for security applications.

Job Qualifications/Educational Requirements

Bachelor's degree in a relevant technical or a business-related field. Eight (8) years' experience in Information Security. Experience with at least 2 of the INFOSEC fields of Computer Security, Cryptography, Physical/facility, network security, certification/accreditation, risk analysis, disaster recovery planning and execution. Four additional years of related experience may substitute for degree. Advanced degree may substitute for three years of experience.

0010: Senior Engineer/Scientist/Analyst

General Summary

As a Senior Engineer/Scientist/Analyst, the incumbent will work in an engineering or scientific environment focusing on engineering and/or scientific studies and analysis or hardware or software design. This includes aerospace and space technologies, information or communication systems.

Principal Duties and Responsibilities

Supports programs with exceptional creativity and resourcefulness in the most demanding and complex assignments. Performs analyses and develops recommendations that may impact acquisition programs

and activities. May provide technical direction or perform complex analyses. May provide design, implementation, testing services for complex engineering and scientific systems.

Job Qualifications/Educational Requirements

Bachelor of Science Degree with at least five (5) years' experience in engineering or analysis. Four additional years of related experience may substitute for degree.

0011: Principal Staff Scientist/Engineer/Analyst

General Summary

Provides advanced technical support to national level programs regarding ADP and IS programs and systems.

Principal Duties and Responsibilities

Supports programs with exceptional creativity and resourcefulness in the most demanding and complex assignments. Performs analyses and develops recommendations that may have substantial impact of national defense programs and activities. Usually provides critical technical direction or performs critical analyses.

Job Qualifications/Educational Requirements

Bachelor of Science Degree with at least seven (7) years' experience in analysis and or engineering. Four additional years of related experience may substitute for degree. Advanced degree in specialized area may substitute 3 years' experience.

0012: Senior Corporate Consultant

General Summary

Provides consulting and executive support to national level defense programs and personnel.

Principal Duties and Responsibilities

Provides executive knowledge and insight on national issues. Performs analyses and develops recommendations that may have substantial impact of national programs and activities.

Job Qualifications/Educational Requirements

The Senior Corporate Consultant will have a Master's degree from an accredited college or university and a minimum of ten (10) years of progressively more difficult analytical and/or technical experience. Four additional years of related experience may substitute for degree.

0013: Telecommunications Technician

Job Qualifications/Educational Requirements



The telecommunications technician will be a high school graduate and have a minimum of four (4) years' experience in installation, repair, and maintenance of electronic computer based. Two (2) years of the required experience will be in the direct testing, evaluation and quality assurance of data networks.

0014: Network Engineer

Job Qualifications/Educational Requirements

The Network Engineer will have a Bachelor's degree in Engineering, Computer Science or equivalent advanced degree from an accredited college or university and a minimum of three (3) years of progressively more difficult analytical and/or technical experience performing systems analysis on network information systems. Four additional years of related experience may substitute for degree He or she will be capable of working at the highest technical level of all phases of applications systems analysis activities and/or network systems engineering. He or she will possess substantive knowledge of analytical techniques, be skilled in collecting and manipulating data from various sources and be skilled in using structured analytical methods.

0015: Network Architect

Job Qualifications/Educational Requirements

The Network Architect will have a Bachelor's degree in Engineering, Computer Science or equivalent advanced degree from an accredited college or university and a minimum of seven (7) years of progressively more difficult analytical and/or technical experience performing systems analysis on network information systems. Four additional years of related experience may substitute for degree. He or she will be capable of working at the highest technical level of all phases of applications systems analysis activities and/or network systems engineering. He or she will possess substantive knowledge of analytical techniques, be skilled in collecting and manipulating data from various sources, and be skilled in using structured analytical methods.

0016: Network Consultant

Job Qualifications/Educational Requirements

The Network Consultant will have a Bachelor's degree in Engineering or Computer Science from an accredited college or university and a minimum of ten (10) years of progressively more difficult analytical and/or technical experience performing systems analysis on network information systems. Four additional years of related experience may substitute for degree He or she will be capable of working at the highest technical level of all phases of network systems engineering activities. He or she will possess substantive knowledge of analytical techniques, be skilled in collecting and manipulating data from various sources, and be skilled in using structured analytical methods.

0017: Technology Updates Applications Support Technician

Job Qualifications/Educational Requirements

The applications support technician will be a high school graduate with a minimum of five (5) years' experience in software operation support. Two (2) years of the required experience will be in the software production environment.

0018: Technology Updates Applications Systems Analyst

Job Qualifications/Educational Requirements

The application systems analyst will have a Bachelor's degree in Engineering or Computer Science from an accredited college or university and a minimum of three (3) years of progressively more difficult analytical and/or technical experience performing systems analysis on telecommunications systems. Four additional years of related experience may substitute for degree He or she will be capable of working at the highest technical level of all phases of applications systems analysis activities.

0019: Supplemental PKI Services Applications Support Technician

Job Qualifications/Educational Requirements

The applications support technician will be a high school graduate with a minimum of five (5) years' experience in software operation support. Two (2) years of the required experience will be in the software production environment.

0020: Supplemental PKI Services Applications Systems Analyst

Job Qualifications/Educational Requirements

The application systems analyst will have a Bachelor's degree in Engineering or Computer Science from an accredited college or university and a minimum of three (3) years of progressively more difficult analytical and/or technical experience performing systems analysis on telecommunications systems. Four additional years of related experience may substitute for degree He or she will be capable of working at the highest technical level of all phases of applications systems analysis activities. He or she will possess substantive knowledge of analytical techniques, be skilled in collecting and manipulating data from various sources, and be skilled in using structured analytical methods.

0021: PKI Professional Consultant

Job Qualifications/Educational Requirements

The application systems analyst will have a Master's degree in Engineering or Computer Science from an accredited college or university and a minimum of eight (8) years of progressively more difficult analytical and/or technical experience performing systems analysis. Four additional years of related experience may substitute for degree. The PKI Professional Consultant provides a broad perspective and experience to the overall PKI pilot implementation effort. The PKI Professional Consultant will be consulted to review and advise on the technical approach to assure the solution for each agency application will provide a realistic perspective for the Client's applications.

0022: Forms Designer

Job Qualifications/Educational Requirements

The application systems analyst will have a Bachelor's degree from an accredited college or university and a minimum of three (3) years of progressively more difficult analytical and/or technical experience performing systems analysis on telecommunications systems. Four additional years of related experience may substitute for degree The Form Designer shall have extensive experience with forms design and

development software, as well as programming languages and protocols used by such software, in order to enable them to rapidly design, build and test form layout. As well, Form Designers shall implement presentation logic, and simple business rules in programming language and protocols to generate application ready forms. The Forms Designer shall have the resources required to convert the paper forms to internet ready forms. This includes implementing the data validation, as well as formatting and other presentation logic. The Forms Designer shall also be responsible for implementing changes as identified during the user acceptance testing of the forms. The Forms Designer shall be required to convert specified Government forms to internet ready forms as indicated in specific ACES task orders.

0023: E-Commerce Forms Consultant

Job Qualifications/Educational Requirements

The E-Commerce Forms Consultant will have a Master's degree from an accredited college or university and a minimum of five (5) years of progressively more difficult analytical and/or technical experience performing systems analysis. Four additional years of related experience may substitute for degree. The E-Commerce Forms Consultants shall have extensive experience with the Internet forms design, development and integration software, programming languages and protocols. These languages and protocols shall include Java or C, and the E-Commerce Forms Consultant shall have experience with a variety of databases. This experience must enable them to manipulate forms with Java or C API, to integrate forms with databases, and to develop web ready solutions using servlets, CGIs, etc.

0024: Forms System Security Architect

Job Qualifications/Educational Requirements

The Forms System Security Architects will have a Master's degree from an accredited college or university and a minimum of seven (7) years of progressively more difficult analytical and/or technical experience performing systems analysis. Four additional years of related experience may substitute for degree. The Forms System Security Architects shall have extensive experience with forms design development and security products, and shall be able to implement a full range of forms security solutions. The Forms System Security Architect shall provide specialized knowledge on integrating Internet forms and products with other technologies; some examples might be workflow, encryption, or other third party integrations.

The Forms System Security Architect shall be responsible for designing and developing a new transmit and save format that utilizes the server's public key for encryption. Included here shall be the creation of an encryption protocols such as IFX (written in C), as well as documenting the form changes required to implement the encryption methods.

0025: Forms Project Manager

Job Qualifications/Educational Requirements

The Forms Project Manager will have a Master's degree from an accredited college or university and a minimum of ten (10) years of progressively more difficult analytical and/or technical experience performing systems analysis. Four additional years of related experience may substitute for degree. The Forms Project Manager shall confirm requirements with the customer, internally manage forms design, development and

security resources assigned to the ACES engagement, and shall work to ensure an integrated solution is achieved. The Forms Project Manager shall provide knowledge related to forms design and development products, past solutions that have been successfully implemented, and time lining and planning resources for projects.

The Forms Project Manager shall work with customers to refine and confirm requirements, to coordinate the activities of teams in different locations, and to build plans and provide regular status reports on progress. The Forms Project Manager shall be responsible for forms integration coordination, and user acceptance testing coordination.

0026: Forms Management Consultant

Job Qualifications/Educational Requirements

The Forms Management Consultant will have a Master's degree from an accredited college or university and a minimum of twelve (12) years of progressively more difficult analytical and/or technical experience performing systems analysis. Four additional years of related experience may substitute for degree. The Forms Management Consultant shall be provided as necessary to advise the Project Manager in legal, regulatory, and risk management best practice issues that arise from the development and deployment of the application. The Forms Management Consultant shall also be the liaison with legal counsel as appropriate to address policy issues. In addition, the Management consultant shall assist in the development of any necessary policy and practice documentation. The Forms Management Consultant shall have extensive expertise in E-Commerce legislation and regulations related to the use of electronic signatures and records.

0027: Task Order Project Manager

Job Qualifications/Educational Requirements

The Task Order Project Manager will have a Bachelor's degree from an accredited college or university and a minimum of three (3) years of progressively more difficult analytical and/or technical experience. Four additional years of related experience may substitute for degree. The Task Order Project Manager will be the single point of contact for the task order. This is not to restrict interaction with the technical team supporting this task order. Rather the Task Order Project Manager will retain responsibility for the final performance under the task order. The Task Order Project Manager will work with the Client Project Manager to assure Client's requirements are met. The Task Order Project Manager will assure resources and schedule are allocated appropriately. The Task Order Project Manager will be responsible for assuring all task order deliverables are provided and all meetings are conducted in accordance with the task order. The Task Order Project Manager will participate in final review of task order deliverables to assure the project serves the interests of the Client and meets the requirements of the task order.

0028: Technical Project Lead

Job Qualifications/Educational Requirements

The Technical Project Lead will have a Bachelor's degree from an accredited college or university and a minimum of five (5) years of progressively more difficult analytical and/or technical experience. Four

additional years of related experience may substitute for degree. The Technical Project Lead will work with the Task Order Project Manager to assure all technical aspects of the task order are conducted. The Work Breakdown Schedule (WBS) will be maintained by the Technical Project Lead in accordance with the terms of the task order to assure the Project Plan accurately reflects work being performed and correctly reflects the teams status relative to schedule. This person will support reports (teleconferences and meetings) with the Client regarding progress of the task order. Otherwise, the Technical Project Lead will primarily

interface internally to the AT&T technical team and assure sound technical decisions are made as the task order enters various phases. The Technical Project Lead will participate in final review on the task order deliverables to assure the information is presented in a rational, sound, and organized manner.

0029: Technology Advisor

Job Qualifications/Educational Requirements

The Technology Advisor will have a Bachelor's degree from an accredited college or university and a minimum of eight (8) years of progressively more difficult analytical and/or technical experience. Four additional years of related experience may substitute for degree. The Technology Advisor provides a broad perspective and experience to the effort. As needed, the Technology Advisor will be consulted to review and advice on the technical approach to assure the solution will provide a realistic perspective for the Client.

0030: Information Systems Analyst

Job Qualifications/Educational Requirements

The Information systems analyst will have a Bachelor's degree from an accredited college or university and a minimum of five (5) years of progressively more difficult analytical and/or technical experience performing systems analysis. Four additional years of related experience may substitute for degree. In early phases of the task order, the Information Systems Analyst will work directly with the Client to gather relevant information associated with Client applications to be studied under this task order. This person will study provided materials and interface with the Client applications' Subject Matter Experts (SMEs) to isolate relevant parameters, characteristics, and other information associated with user authentication and transactions. This member of the technical team will spend a significant amount of time on-site at the Client's offices, particularly in the early phases to accomplish this task.

In later phases of the task order, the Information Systems Analyst will work with the Technology Research Specialist to merge the collected information with industry best practices metrics to:

- Tailor the System Vulnerability Analysis (SVA) process methodology to Client's needs
- Apply the methodology and metrics to the Client's applications
- Create relevant aspects of the task order deliverables to include the Preliminary Report, the Draft Final Report, and the Final Report.

0031: Technology Research Specialist

Job Qualifications/Educational Requirements

The Technology Research Specialist will have a Bachelor's degree from an accredited college or university and a minimum of five (5) years of progressively more difficult analytical and/or technical experience performing systems analysis. Four additional years of related experience may substitute for degree. In early phases of the task order, the Technology Research Specialist researches industry best practices relevant to electronic transactions, user authentication. This research will include security risks, industry best practices for selection criteria, evaluation methodology, and cost factors. In later phases of the task order,

the Technology Research Specialist will work with the Information Systems Analyst to merge the collected information with the Client's application specific requirements to:

- Tailor the SVA process methodology to the Client's needs
- Apply the methodology and metrics to the Client's applications
- Create relevant aspects of the task order deliverables to include the Preliminary Report, the Draft Final Report, and the Final Report.

Naturally, the Technology Research Specialist and the Information Systems Analyst will need to work closely throughout the task order execution to assure relevant information is gathered and analyzed.

0032: Systems Security Engineer

Job Qualifications/Educational Requirements

The Systems Security Engineer will have a Bachelor's degree from an accredited college or university and a minimum of seven (7) years of progressively more difficult analytical and/or technical experience performing systems analysis. Four additional years of related experience may substitute for degree. The Systems Security Engineer will work with both the Information Systems Analyst and the Technology Research Specialist to formulate and document the application examples of the Client's applications. In early phases of the task order, the Systems Security Engineer will work on conceptual models of transaction models and characterization of the models. Later phases of the task order will focus on applying these models to the specific applications the Client has requested for analysis.

0033: Customer Service Representative

Job Qualifications/Educational Requirements

Duties: Provides customer service support by answering telephone inquiries from customers on various topics. Greet and provides information to the customer in a pleasant, courteous and professional manner. Asks pertinent questions to determine customer's needs. Provides customer with requested information or direct customer to appropriate resource. Performs administrative tasks as assigned. This function requires keyboarding and data entry skills.

The data must be entered precisely, in the proper fields, properly spaced, spelled, punctuated and formatted. Must follow the local guidelines governing how data is to be keyed in. Assist supervisor in training junior personnel. Act as alternate for supervisor. Perform administrative tasks as assigned.

Qualifications: High School diploma, 45 WPM typing skills, excellent English grammar skills and ability to follow written instructions. At least two years of customer service experience required.

0034: Video Conferencing Communications Technician

Job Qualifications/Educational Requirements

The video conferencing communications technician will be a high school graduate and have a minimum of four (4) years' experience in installation, repair, and/or maintenance of electronic computer based equipment. The technician will be involved in the operation of multipoint control units (MCU), inverse multiplexers (IMUX) and digital cross-connect systems. The technician will key cryptographic equipment as required.



0035: Network Operations Manager

Job Qualifications/Educational Requirements

The Network Operations Manager will have a Bachelor's degree from an accredited college or university and a minimum of three (3) years of experience in managing facilities responsible for the installation, repair and/or maintenance of electronic computer-based equipment. Four additional years of related experience may substitute for degree. The Network Operations Manager will be the single point of contact for network operations issues.

0036: Network Operations Supervisor

Job Qualifications/Educational Requirements

The Network Operations Supervisor will have a Bachelor's degree from an accredited college or university and a minimum of two (2) years of experience in managing facilities responsible for the installation, repair and/or maintenance of electronic computer-based equipment. Three additional years of related experience may substitute for degree. The Network Operations Supervisor will provide data on network operations issues.

0037: Task Order Project Supervisor

Job Qualifications/Educational Requirements

The Task Order Project Supervisor will have a Bachelor's degree from an accredited college or university and a minimum of two (2) years of progressively more difficult analytical and/or technical experience. Three additional years of related experience may substitute for degree. The Task Order Project Supervisor will support all initiatives under a task order. The Task Order Supervisor will work with the Client Project Manager to assure Client's requirements are met. The Task Order Project Manager will monitor resources, schedule and billing initiatives. The Task Order Project Manager will participate in project meetings and monitor deliverables. The Task Order Project Supervisor directly supports the Task Order Project Manager.

0038: Associate Systems Analyst/Programmer

General Summary

Provides technical support for software development and integration efforts. Performs in a variety of technical areas including systems requirements analysis, data analysis and engineering, systems design, systems development, computer programming, systems testing and deployment, quality assurance, configuration management, COTS evaluation, systems integration, and systems documentation.

Principal Duties and Responsibilities

Reports to technical lead or Senior Systems Analyst/Programmer for a task or project. Analyzes information requirements. Evaluates problems of workflow, organization, and planning. Helps develop plans for automated information systems from project inception to conclusion. Defines the problem and develops system requirements and program specifications. Provides technical support in any one or more of the following: preparation of technical specifications; testing and integration of system components; development and programming of system components; data base engineering and management; systems support and enhancements; preparation of technical documentation.

Job Qualifications/Educational Requirements

Bachelor's Degree, or equivalent experience, in Information Systems Engineering, Computer Science, Engineering or Business, or other related field. Years of experience: Minimum one year.

0039: Documentation/Administration Support Specialist

General Summary

Supports documentation preparation and administrative support efforts. Prepares technical Automated Data Processing documentation in accordance with applicable Government and industry standards. Supports Program or Project Manager Administration efforts.

Principal Duties and Responsibilities

Gathers, analyzes, edits, and prepares technical information. Conducts research and ensures the use of proper technical terminology and documentation standards. Translates technical information into readable documents. Assists in the preparation of presentation graphics and supports the development of contract deliverables and reports. Supports administrative contract documentation preparation including resource files, correspondence, schedules and travel documentation.

Job Qualifications/Educational Requirements

Associate Degree, Technical/trade School, or equivalent experience. Years of experience: Minimum one year.

0040: Junior Technical Writer

General Summary

Prepares support documentation and technical and operations manuals for selected systems and networks, including related hardware and software. Works closely with customers to insure complete and accurate system descriptions and required operating procedures are properly captured.

Principal Duties and Responsibilities

Write technical materials and manuals. Write documentation, operator manuals, and checklist procedures for hardware and software systems. Analyze requirements for needed documentation and completeness. Ensures that technical subject materials are presented clearly and succinctly.

Job Qualifications/Educational Requirements

Previous customer related experience and one year technical writing experience required. Bachelor's degree or equivalent experience in a technical or writing field, including operational experience required. Good oral skills, excellent writing skills, and team skills are required. Experience and fluency in standard office software, including MSWord and MSOffice is required. Years of experience: Minimum one year

0041: Training Support Specialist

General Summary

Supports systems management effort and enables user maintenance for version releases. Prepares technical Automated Data Processing documentation in accordance with applicable Government and industry standards.

Principal Duties and Responsibilities

Supports Program or Project Manager efforts via curriculum creation, update, training and analysis. Gathers, analyzes, edits, and prepares system/course training information with system application team and Program Manager. Conducts necessary research and ensures the use of proper systems and documentation standards. Evaluates curriculum requirements and user needs ensuring operational requirements are met. May prepare summaries of analysis and/or assist in the preparation of presentation graphics. Supports the development of contract deliverables and reports. Supports administrative contract documentation preparation including resource files, correspondence, schedules and travel documentation.

Job Qualifications/Educational Requirements

Business Degree, or BA in education/training management with up to 7 years' experience in application or system supported. Education requirement may be waived by demonstration of practical experience in field or system (at least 3 years in specialty application).

0042: Junior System Analyst

General Summary

Prepares technical support for software development, integration, and test efforts. Tasks include requirements analysis and documentation, limited programming and data analysis, software testing and hardware installation. Other tasks include troubleshooting, quality assurance, and software documentation. Works closely with customers.

Principal Duties and Responsibilities

Assists in analyzing requirements and developing software solutions. Assists with data collection, retrieval, downloads and related functions and processes. Assists in developing data flows, flowcharts, and required documentation. Assists in the performance of stand-alone software testing. Assists with system integration and test functions.

Job Qualifications/Educational Requirements

Associate Degree, Technical/trade School, or equivalent experience. Years of experience: Minimum one year.

0043: Staff Logistician/Mid-level

General Summary

A member of the technical staff who supports the development of acquisition logistics support documentation such as Integrated Logistics Support Plans, Logistics Support Analysis, and Maintenance

Plans. Familiar with requirements of an ILS office, depot maintenance planning, and support and inventory management

Principal Duties and Responsibilities

Has hands-on experience developing and reviewing acquisition and logistics documents. Performs logistical analyses and develops recommendations that may impact the acquisition and support of space related systems and programs. Will support development of a wide range of logistics support documentation.

Job Qualifications/Educational Requirements

Associate Degree, Technical/trade School, or equivalent experience. Minimum of 10 years relevant experience, including three years of experience as a logistician within a program or organization in a DOD environment. Must possess good oral and written communication skills for direct client interface.

0044: Senior Logistician

General Summary

A member of the technical staff who supports the development of acquisition logistics support documentation such as Integrated Logistics Support Plans, Logistics Support Analysis, and Maintenance Plans. Familiar with management requirements of an ILS office, depot maintenance planning, and support and inventory management.

Principal Duties and Responsibilities

Has hands on experience developing and coordinating review of acquisition and logistics documents. Performs logistical analyses and develops recommendations that may impact the acquisition and support of space related systems and programs. Will perform varied logistics and general acquisition support tasks including LSA policy formulation, ILS program implementation, configuration management, etc.

Job Qualifications/Educational Requirements

Associate Degree, Technical/trade School, or equivalent experience. Minimum of 12 years relevant experience, including three years of experience as a senior logistician within a program or organization in a DOD environment. Must possess good oral and written communication skills for direct client interface.

10.0

Managed (R)egistered e-Mail

Service Description

Managed Registered e-Mail

Service Description

(R)egistered e-Mail reduces business risk by increasing accountability for important electronic communications. (R)egistered e-Mail allows the e-mail sender to prove what was sent, when it was sent, whether it was delivered, and when it was delivered and accepted. This proof is in the form of an electronic receipt, which is returned to the sender in a counterfeit-proof form and can be authenticated at any time.

The (R)egistered e-Mail system allows authentication of the receipt without requiring any third-party to retain any information about the e-mail.

The receiver is aware that the sender has proof of the delivery and content of the e-mail communication. Immediately upon receipt of a (R)egistered e-Mail, the receiver is alerted in the inbox that the e-mail has been registered, and once again when they open the e-mail. The receiver is notified but not required to respond in any special way. In addition, at any time in the life of the Registered e-Mail, the receiver can authenticate content, attachments, origin, and time sent. The combination of actual proof and awareness of this indisputable record of the e-mail and transmission creates accountability.

(R)egistered e-Mail can protect the Government in any dispute questioning whether or not the interested parties have been properly notified. It provides proof of delivery status for required alerts and regulated notifications. This proof of delivery can be authenticated in case of a dispute questioning notification, and is an instant, low-cost solution bringing accountability. (R)egistered Receipts can be returned to the senders of electronic submissions providing the sender with the proof of submission, official times of submission, and proof of content submitted in the hands of the sending party. Any party, in the case of a dispute or question, can authenticate this receipt at any time. The sending party is protected with verifiable proof that they retain. The Government agency is protected because these receipts cannot be counterfeited or altered without detection and the Government agency does not need to retain a copy of this receipt.

Official Registered e-Mail, a sister service, helps protect information from inadvertent disclosure under Freedom of Information Act requests.

11.0

AT&T Government Solutions

Telepresence (ATS)

AT&T Telepresence Solution (ATS)

Service Description

Service Overview

The AT&T Telepresence Solution (ATS) is the first global end-to-end managed, inter-company Cisco TelePresence solution. It combines the strengths of AT&T's global networking capabilities with the Cisco TelePresence technology to deliver a fully-managed, scalable, highly secure and reliable environment. The AT&T Telepresence Solution also includes a managed multi-point inter-agency and intra-agency service, the AT&T Business Exchange - a unique bridging capability allowing for meetings between employees, suppliers, partners, while retaining a high level of security on a client's VPN network.

ATS includes planning, design, and implementation of the ATS solution, 24x7 monitoring and management of the customer owned equipment and AT&T Virtual Private Network (AVPN), and remote help desk for all ATS-related questions.

All equipment is separately ordered and owned or leased by the customer. Agencies can lease the equipment from AT&T under SIN 132-3 of this GSA Schedule contract, if desired.

Features of AT&T Telepresence

- End-to-end managed video conference service
- Based on AT&T's MPLS backbone
- Proactive network and CPE monitoring twenty-four hours a day, seven days a week (24x7)
- High-definition images (1080p)
- ATS conference launched with a simple telephone interface
- Video conference scheduling through Microsoft Outlook, IBM Lotus Notes, or AT&T's Web Portal
- Audio bridge enabling audio add-in
- Optional multipoint videoconferencing capability

Service Offers

AT&T Telepresence Service provides two types of packaged offers to the Government: Enterprise and Hosted. Each package contains a variety of components that a customer may or may not wish to utilize. Please review the "Service Features" section for complete descriptions of each component and the "Service Options" section for information on additional components that may be added to each package at an additional charge.

Enterprise Service Offer-

The Enterprise Service supports integration of ATS with the customer's internal groupware systems. Conferences may be scheduled through an enterprise calendar application like Microsoft Outlook or IBM Lotus Notes if the appropriate ATS hardware and software are installed at the customer's premises.

The Enterprise Service requires additional equipment at one of the customer sites.

The Headquarters site hosts the Cisco Unified Call Manager (CUCM) and Cisco Telepresence Switch Manager (CTS-Man), along with the Telepresence system, routers, and LAN switches. The remaining sites, the Remote sites, require only a Telepresence system, routers, and LAN switches.

All sites require access to AT&T's MPLS network and Business Exchange.

Hosted Service Offer. In a Hosted Service configuration, ATS is not integrated with the customer's internal groupware systems. Conference scheduling is provided using a Web portal accessible through AT&T's MPLS network.

Each site requires a Telepresence system, routers, LAN switches, and access to AT&T's MPLS network and Business Exchange.

Service Features

AT&T Business Exchange. The AT&T Business Exchange is a multi-dimension service platform for point to point inter-agency connections and multipoint (up to 8) inter-agency and intra-agency connections. Multipoint connections can include any combination of inter-agency and intra-agency locations such that the total number of locations does not exceed eight (8).

AT&T Business Exchange maintains the traffic separation capability of AT&T VPN. The AT&T Business Exchange enforces application-level separation using Session Border Control ("SBC"). The AT&T Business Exchange also employs topology hiding and active intrusion detection monitoring. The meet-me function uses randomly generated conference PINs to be used by users.

The customer must select and will be billed for the maximum number of active Telepresence screens that will access the Business Exchange simultaneously. AT&T will connect the customer's VPN transport to the Business Exchange.

The customer is required to purchase at least one simultaneous screen into the Business Exchange. If the customer has sites with multiple screens, the minimum purchase is the largest number of multiple screens at a single site.

Intra-Agency Calling. ATS supports direct dial Telepresence calling between endpoints on the customer's AT&T VPN. The maximum number of customer sites supported for a multipoint call may be limited.

Agency to Agency Calling. The AT&T Business Exchange provides the customer the ability to have Telepresence calls with off-VPN participants who also subscribe to the AT&T Business Exchange. The maximum number of sites supported for a multipoint call may be limited.

AT&T Telepresence Service Web Portals. The AT&T Business Exchange scheduling portal provides conference scheduling and administration functions.

The support portal provides online access to system status, trouble ticket creation, and system reports.

Service Options

End Point Encryption. Call media between two endpoints will be encrypted when both endpoints to an ATS call have activated standard codec encryption capabilities. The customer may request deactivation of the encryption capability of an endpoint. The encryption option is not supported on all call types, including, without limitation, on intra-agency multipoint business-to-business meet-me calls.

Audio Add-in. Audio add-in capability is supported for both the Enterprise and Hosted models. Certain feature restrictions apply to the Hosted model, including, but not limited to, support for only outbound dial functionality, no support for a dial policy, and no support for 911 calling. Toll free outbound dialing is permitted; all other dialed numbers, including 911, are blocked.

AT&T Business Exchange ATS Gateway Connect Managed Gateway Firewall

Two options are available:

- Small -- The customer may provide and manage this ASA firewall configured to AT&T's specifications.
- Large – The customer may provide and manage this ASA firewall configured to AT&T's specifications.

Service and Maintenance

Customer Access

The customer must order separately all equipment and AT&T VPN service with sufficient bandwidth to support the customer's ATS endpoints. The customer is required to select the AVPN Multimedia High Class of Service package on all AVPN service supporting ATS endpoints to ensure appropriate delivery of real-time traffic.

Minimum AVPN port bandwidth requirements apply:

- Executive Screen and 1 Screen ATS endpoints require dedicated AVPN 10 Mbps port and access. Ethernet Frame Relay Encap or PPP DS3 are supported MPLS port types, depending on individual site requirements and availability.
- 3 Screen ATS endpoints require a minimum of 20 Mbps AVPN port and access. Ethernet Frame Relay Encap or PPP DS3 are supported MPLS port types, depending on individual site requirements and availability.

AT&T Telepresence Customer-Owned Equipment

Customers may either purchase their own equipment or lease the equipment through AT&T. Under the ATS Customer-Owned Equipment Option, the customer purchases and supplies AT&T-approved endpoint equipment necessary to support the endpoint bundles described in this service description. ATS endpoints using customer-owned equipment will be managed as standard AT&T endpoint bundles. The customer owned equipment must be at the latest available software release level and in good working order. The customer must maintain hardware and software support service for this customer owned equipment either through AT&T or another Cisco authorized maintenance vendor. Customer provided routers will need to be configured to support Audio Add-in (Enterprise Configurations only) and Remote maintenance modems.

The following support options are available for ATS Customer-Owned Equipment Standard Onsite Support – Customer-Owned Equipment

Under the Standard Onsite Support option for ATS Customer-Owned Equipment, the customer will receive standard maintenance available during business hours (8 to 5 p.m.) on a next business day basis.

Premium Onsite Support – Customer-Owned Equipment

Under the Premium Onsite Support option for ATS Customer-Owned Equipment, the customer will receive premium maintenance available seven days per week, 24 hours per day, and 365 days per year with a 4 hour response time.

Premium Onsite Support will not be available until thirty (30) days after AT&T's acceptance of the customer's qualified order for Premium Onsite Support.

No service level availability credits apply to Premium Onsite Support services.

Premium Shipment of Replacement Equipment

Subject to the limitations described, AT&T will provide shipment of replacement parts on a four-hour response basis twenty-four (24) hours per day, seven (7) days per week, including designated holidays.

In order for a customer site to be eligible for premium shipment of replacement equipment, the site must be within the serving distance of a sparing depot. Premium Onsite Support of service is subject to confirmation of the equipment physical installation site and physical proximity to the sparing depot.

Destination country importation, compliance with US export controls and customs processes may affect actual delivery times.

Shipments will be Delivered Duty Unpaid (DDU) , except for shipments to and from the European Union, which will be shipped Delivered Duty Paid (DDP), using a preferred carrier, freight prepaid by AT&T, excluding import duties, taxes and fees, where applicable. A request for alternate carriers will be at the customer's expense. AT&T will provide the customer with Advance Replacement(s) that are either new or equivalent to new.

Premium Onsite Support

Subject to the limitations described, AT&T will provide four hour response for remedial hardware maintenance twenty-four(24) hours per day, seven (7) days per week including designated holidays.

In order for a customer site to be eligible for this support, the site must be verified to conform to Premium Onsite Support geographical limitations.

Implementation Support

- ATS includes the following planning, design and implementation support for customer orders of ATS:
- Assign a dedicated Project Manager for the entire implementation lifecycle

- In cooperation with the customer, complete the Site Survey and Room Remediation Requirements Document
- Develop a Customer Requirements Document
- Develop a Detailed Design Document, Network Deployment Plan, and Acceptance Test Plan
- Perform Network Readiness and Room Readiness Assessments
- Shipping and delivery of hardware to the customer's loading dock
- On-Site hardware assembly and installation
- Logical implementation of CTS systems, Call Manager, and Telepresence Manager with the AT&T Business Exchange
- Perform Functionality and Validation Testing
- Execute the Acceptance Test Plan and provide As-Built & Validation Documentation
- Administrative and End User Knowledge Transfer

Technical Services and Support

AT&T will provide a Remote Assistance Help Desk to support ATS meetings. Personnel staffing the Help Desk are located in the United States. The Remote Assistance Help Desk includes:

24x365 access to customer support

Representatives are available 24 hours, 365 days of the year via the one-touch Remote Assistance representative button or via toll-free calling in each supported TelePresence room.

Remote scheduling assistance

Representatives assist customers with step-by-step scheduling instructions and escalate any scheduling problems that cannot be resolved remotely to the on-site room contact, as designated by the customer.

Remote call setup assistance

Representatives assist customers with step-by-step call setup instructions and escalate any call setup problems to AT&T technical resources (technical problems). Problems that cannot be resolved remotely are escalated to the on-site room contact, as designated by the customer.

"How-do-I" Help Desk

Representatives assist customers with any questions related to the use of the TelePresence room. Formal or comprehensive training on the use of TelePresence is not covered by the ATS Remote Assistance Help Desk.

Incident reporting

AT&T notifies the customer-designated TelePresence room coordinator when incidents are detected or reported that may impact scheduled calls or the quality of the ATS user experience.

Diagnostics and Life Cycle Maintenance

ATS diagnostic and management includes the monitoring and management of the TelePresence environment, including AT&TVPN transport, to support the customer's ability to make TelePresence calls and to establish TelePresence meetings. Diagnostic and management activities will be performed on a

24x7 basis. Hardware replacement will be performed under an 8 x 5 Next Business Day (NBD) schedule. AT&T will troubleshoot TelePresence calls (to establish a meeting) and other issues that affect TelePresence call setup. If an incident is isolated to an ATS Service Component, AT&T will manage the incident to resolution and will notify the appropriate customer contact of the status. Incident management and reporting will not include matters involving room environmental status, such as room temperature, power, wiring, lightning, and HVAC.

ATS monitors key ATS service components and will report status on:

- ATS Connectivity Status (Unable to setup session)
- Secondary Left Codec ATS Connectivity Status, if applicable
- Secondary Right Codec ATS Connectivity Status, if applicable
- Camera Operational Status
- Camera HDMI Status
- Plasma Cable Status (Loose Cable, Unplugged)
- Plasma Power Status (Fault)
- Cisco Unified IP Phone Status (Fault)
- Cisco Unified Communication Manager Status (Fault, Not Registered)
- Projector Cable Status (Loose Cable, Unplugged), if applicable
- Projector Power Status (Powered Off), if applicable
- DVI Video Status
- DVI Signal Status
- Perform incident monitoring and management on managed devices
- Perform incident monitoring and management of the dedicated Cisco Unified Communication Manager that enables TelePresence calls.
- Perform incident monitoring and management of key network performance indicators, including network delay, jitter, and packet loss.
- Perform incident management of AT&T VPN transport.

Service Level Objectives

AT&T has established a service level objective ("SLO") for ATS. While AT&T cannot guarantee that the service level objective always will be met, AT&T will attempt to meet the defined SLO when possible. There is no remedy provided to the customer for AT&T's failure to meet an SLO.

The target Mean Time to Notify (MTTN), for Severity 1 and Severity 2 incidents, is 15 minutes. This target assumes auto-notification only. Manual notification by phone or other means will not be supported. The target Mean Time to Troubleshoot (MTTT), regardless of severity, is 30 minutes.

Severity 1

Telepresence System is unavailable.

Meeting in progress or scheduled within 4 hours.

AT&T and the customer will commit all necessary resources 24x7 to resolve the issue.

Severity 2

Telepresence System is unavailable or experience severely degraded; Meeting scheduled within 24 hours. AT&T and the customer will commit necessary full-time resources during normal business hours to resolve the issue.

Severity 3

Telepresence System is unavailable or experience severely degraded; no meeting is scheduled within 24 hours.

Performance and/or device alarms with a high probability of making the TelePresence system unavailable and/or degraded.

AT&T and the customer will commit resources during normal business hours to restore service to satisfactory levels.

Severity 4

Non-business impacting alarms. Other questions, issues, etc.

AT&T and the customer will commit resources during the normal business hours to provide information or assistance as requested.

AT&T Telepresence Service Equipment and Software

AT&T manages the equipment required to support the Telepresence service:

- Cisco Router and LAN switches that support the primary Telepresence path
- Dedicated Cisco Unified Communications Manager (optional for Hosted service) that supports the Telepresence path
- Telepresence system components, including:
 - Codecs
 - Displays
 - Cameras
 - Cisco IP Phone
 - Cisco Telepresence Manager (optional for Hosted service)

12.0

AT&T Government Solutions

Cloud Based Services

AT&T Government Solutions Cloud Based Services

12.1 Proposed Cloud Service Name: AT&T Government Cloud (AGC)

Cloud Computing Services Adherence to Essential Cloud Characteristics

The AGC is designed to provision virtual hardware, storage, and networks for clients to use on-demand as an infrastructure upon which they can install or provision platform and software services, thus reducing provisioning times required for Federal government agencies to procure IT equipment, eliminate the need for Federal data center hosting space and offer dynamic computing, networking, and storage environments upon which Federal clients can develop, test, and implement their own applications. The AGC provides agency access to virtual machines (VM), hosted on an AT&T-monitored and managed virtualized, shared tenant infrastructure located at an AT&T IDC, available for use on an on-demand, agency-specified resource bundle basis. Virtualized server instances provide flexible computing, networking and storage resources that are self-provisioned, scaled and used by an Agency on an as-needed basis.

On-Demand Self Service

Agency services administration is managed through an externally facing web portal. The Cloud Portal provides customer facing access, signup, and user authentication for accessing AGC management by customers. The AT&T Cloud Services Customer Web Portal provides on-boarding, billing, resource request functionality, and cloud service management.

The web portal provides cloud services customers a direct path to interface with AT&T Cloud Services via a website and portal online. Agencies are empowered to come in, review AT&T's cloud services, create an account, agree to the Terms and Conditions (T&C) agreement, buy a cloud service, spin up resources, manage those resources, run reports, get support, and pay their bills online without having to engage with a sales person.

Broad Network Access

Capabilities of the AGC platform are available through the public facing Internet, and accessed by Agency users via the Representational State Transfer (REST) Application Program Interface (API) over an encrypted TLS/SSL session. The encrypted TLS/SSL session protects data in transit and service account credentials. Agency users interface to the REST API using a user defined enabler. This allows users to either create custom enablers or use commercially available enablers to use over a heterogeneous thin or thick client platforms such as tablets, laptops or workstations.

1.1. Resource Pooling

Using the Service, an agency creates, and has exclusive management over one or more virtual machines deployed within one or more Virtual Data Centers (VDCs). An agency has the option to specify which geographical location each VDC resides in. The options available to each Agency are the AGC Cloud Ashburn, VA IDC and/or the AGC Cloud Dallas, TX IDC.

Each VM represents a virtual server instance that includes virtual CPU, RAM and data storage at the allocations defined by the agency contract or task order. Using Internet or private network connectivity, an agency may load software and customer data, and execute applications using the virtual machine. The compute resources for each VM are brought together by the hypervisor when the VM is ordered/created by the agency from the self-service AGC Portal. The compute resources are drawn from available pools of CPU, RAM and data storage from the multi-tenant environment.

12.2 Proposed Cloud Service Name: AT&T Storage as a Service (StaaS)

Cloud Computing Services Adherence to Essential Cloud Characteristics

StaaS is a storage solution that easily scales up and down to any size needed and allows Agencies to pay only for the storage they use. Utilizing the EMC Atmos platform, StaaS provides elastic capacity on demand with no financial commitments or contract minimums, and allows access to Agency stored data from virtually anywhere and at any time.

On-Demand Self Service

Customer services administration is managed through a web portal <http://www.synaptic.att.com>. The Cloud Portal provides customer facing access, signup, and user authentication for accessing StaaS management by customers. The AT&T Cloud Services Customer Web Portal provides on-boarding, billing, resource request functionality, and cloud service management.

The web portal provides cloud services customers a direct path to interface with AT&T Cloud Services via a website and portal online. Customers are empowered to come in, review AT&T's cloud services, create an account, agree to the Terms and Conditions (T&C) agreement, buy a cloud service, spin up resources, manage those resources, run reports, get support, and pay their bills online without having to engage with a sales person.

Broad Network Access

Capabilities of the SaaS platform are available through the public facing Internet, and accessed by Agency users via the Representational State Transfer (REST) Application Program Interface (API) over an encrypted TLS/SSL session. The encrypted TLS/SSL session protects data in transit and service account credentials. Agency users interface to the REST API using a user defined enabler. This allows users to either create custom enablers or use commercially available enablers to use over a heterogeneous thin or thick client platforms such as tables, laptops or workstations.

Resource Pooling

SaaS is designed to store customer data ranging from terabytes up to Petabytes. Unlike other forms of electronic data storage, SaaS has no logical unit numbers (LUNs), volumes or partitions, and it does not operate at either the block level or file system level. Information is stored as objects inside the SaaS repository. Policies can be created to act on those objects, this allows different functionality and service levels to be applied to different types of users and their data. SaaS uses a unified namespace. In other words, it operates not on individual information silos but as a single repository, no matter how many Petabytes containing how many billions of objects are spread across locations to any number of authorized users.

The service employs a single management console regardless of how many locations the object repository is distributed across. SaaS automatically reacts to environmental and workload changes as well as failures to ensure global availability. SaaS can be used to back up or archive data that resides elsewhere, but it does not include managed data backup as part of the service. The base policy stores one "original" and one replicated "clone" copy of customer data in one data center. The customer has the option to asynchronously replicate your data to a separate geographically diverse location.

Rapid Elasticity

Within SaaS, the virtual environment can adjust CPU and memory consumption based upon demand. The SaaS platform employs capacity management techniques to determine if additional VMs or storage needs to be deployed.

Measured Service

AT&T provides cloud storage through the EMC Atmos Cloud Delivery Platform (ACDP). ACDP provides an application program interface (API) that allows users to obtain usage data aggregated by transaction type, access path, policy, subtenant, or user within a subtenant on a per channel basis.

- Data can be retrieved from the following resources:
- BandwidthIn — Total Bytes transferred in (uploaded). This resource is measured per access method and includes overhead.

- BandwidthOut — Total Bytes transferred out (downloaded). This resource is measured per access method and includes overhead.
- DiskUsage — Disk occupancy of object data (in Bytes). Measured per policy.
- UmdDiskUsage — The disk occupancy of user metadata tags and values (in Bytes), stored separately from the raw object data. Does not include system metadata tags and values. This resource is measured per policy.
- TransactionNum — The total number of requests initiated by an Atmos UID (user ID) via the REST or SOAP interface. For example, suppose a UID initiated 2 create requests, 1 update request, and 1 delete object request. The corresponding TransactionNum for that UID would be 4 (2 + 1 + 1). This number includes both successful and failed operations. This resource is measured per access method for REST and SOAP only.

Cloud Computing Services Deployment Model

StaaS is a protected virtualized storehouse that provides elastic data storage capacity on demand. It easily scales up and down to any size, allows customers to pay only for the storage used, requires no commitments, minimums or limits, and can be accessed by authorized users from anywhere, anytime, via a web services interface.

The StaaS offering, under the GSA IT Schedule 70 contract is considered a Community Cloud deployment model that serves the U.S. Federal Government, State, and Local Government subscribers. Furthermore, Indian Nations are permitted to use the community instance when working with the Federal Government.

Cloud Computing Services Service Model

StaaS is a cloud-based virtual data storage service that provides on-demand elastic capacity and a reliable, pay-per-use answer for data retention needs. Per the Cloud Computing Services SIN guidance, StaaS is part of the Infrastructure as a Service (IaaS) service model.

12.3 Synaptic Storage as a Service

AT&T Synaptic Storage as a Service is a secure, virtualized storehouse that provides elastic data storage capacity on demand. It easily scales up and down to any size, allows Federal Agencies to pay only for the storage used, requires no commitments, minimums or limits, and can be accessed by authorized users from anywhere, anytime, via a web services interface.

Agencies will have direct control over their configuration and capacity, using either an intuitive web portal or by contacting their AT&T Account Representative. Using the self-service portal will expedite the provisioning timeframe allowing the contracted system to be built within minutes. The self-service portal requires billing to a credit card. Alternatively, Agencies can place a task order for processing through their AT&T account representative. This process will require a longer lead time for provisioning.

The service includes:

- Enterprise-grade network security features
- Protection against distributed denial of service (DDoS) attacks
- Monitoring and management
- An integrated service level agreement that covers availability time for the service
- Customer portal for access to detailed information on the service, 24x7x365

AT&T Synaptic Storage as a Service is designed to store customer data ranging from gigabytes up to hundreds of terabytes or even multiple petabytes. Unlike other forms of electronic data storage, Synaptic Storage as a Service has no logical unit numbers (LUNs), volumes or partitions, and it does not operate at either the block level or file system level.

Information is stored as objects inside the AT&T Synaptic Storage as a Service repository. Policies can be created to act on those objects, which allow different functionality and service levels to be applied to different types of users and their data.

AT&T Synaptic Storage as a Service uses a unified namespace. In other words, it operates not on individual information silos but as a single repository, no matter how many petabytes containing how many billions of objects are spread across locations to any number of authorized users.

AT&T Defense Denial of Service (DDoS) is included in this service offering. AT&T DDoS, detects and mitigates DDoS attacks. DDoS identification and mitigation takes place within AT&T's IP backbone providing you with increased DDoS protection from malicious traffic before it reaches your network. DDoS consists of a detection device that examines your net flow data. If a denial of service attack is detected, the traffic will be routed to a network mitigation farm, where the malicious DDoS attack packets are identified and dropped while the valid traffic is allowed to pass to you.

The service employs a single management console regardless of how many locations the object repository is distributed across. AT&T Synaptic Storage as a Service automatically reacts to environmental and workload changes as well as failures to provide global availability.

Synaptic Storage as a Service can be used to back up or archive data that resides elsewhere, but it does not include managed data backup as part of the service. The base policy stores one "original" and one replicated "clone" copy of your data in one data center. Policy 1a stores one copy of your data in one data center, and protects with erasure coding. Erasure coding is a software-based data protection methodology that may allow data recovery in the event of hardware failures. Erasure coding splits each data object into ten equally-sized segments, adds two parity segments, and then distributes these segments across different storage nodes within the platform. Should a hardware failure occur that results in loss of two or fewer primary segments, the system is designed to reconstruct the original data using the parity information. An optional service provides replication to a second geographically diverse data center.

AT&T Synaptic Storage as a Service benefits Federal Agencies by allowing them to:

- Avoid upfront capital expenditures
- Sidestep planning challenges by tapping elastic storage capacity
- Save time and hassles by undergoing a one-time procurement and setup process
- Meet peak demand without over provisioning and shrink storage as needed without paying penalties
- Supplement their other storage systems cost-effectively
- Adapt to changing business needs simply and flexibly

Synaptic Storage as a Service Components

AT&T Synaptic Storage as a Service provides Customer data storage at AT&T IDCs on an on-demand, increment of usage basis. Federal Agency designated devices having either Internet or private network connectivity may load data into storage and/or access data stored using an Application Programming Interface (API).Service Components	Description
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Data Storage: Policy #1 (Local Replication)	Data is stored in one location with two locally replicated copies maintained.
Data Storage: Policy #1a (Erasure Coding)	Data is stored in one location and protected using erasure coding.
Data Storage: Policy#2 (Remote Replication)	Data stored in two locations, with a copy maintained in one data center and replicated to a geographically remote data center.
Public Internet: Inbound Data Transfer	Total amount of data transferred into the platform during the month
Public Internet: Outbound Data Transfer	Total amount of data transferred out of the platform during the month

Usage charges are measured in storage increments (e.g., gigabytes) per Customer Storage Policy per month. A separate network usage charge applies to Federal Agency data loaded onto AT&T Synaptic Storage as a Service using a public internet connection.

AT&T Synaptic Storage as a Service uses a representational state transfer (REST) application programming interface (API) that allows developers or applications to access the system. A key security

feature of the API is that each request for access is individually authenticated with an encrypted digital signature.

If an Agency wishes to order directly, and not via Task Order, then in order to provision the required system, the appropriate agency representative will:

- Go to www.synaptic.att.com– identify yourself as a Federal Government user
- Provide your credit card payment information and access the service within minutes
- From the user portal, provision and scale servers and storage. Choose server images from an online library
- If you choose, write to the API to integrate Synaptic Compute functionality with your intranet portal
- Access and control your hosted environment from anywhere in the world, using only a browser and secure network connection
- Scale up or down instantly and turn off resources when not in use
- Get billing and usage reports online at www.synaptic.att.com.
- Actual usage charges will be billed to your credit card the following month.

Encryption of Data

Federal Agencies have the ability to extend the encryption infrastructure they already have in place (scheme and keys) to the AT&T Synaptic Storage as a Service.

Storage Policies

The Federal Agency must designate the Storage Policies that apply to data sets stored. Storage Policies provide options to allocate storage resources based on application, user, or other business parameters. Federal Agencies data will not be backed up by AT&T as part of data storage at AT&TIDC.

AT&T Synaptic Storage as a Service – Usage Reports

Usage reports are available via www.synaptic.att.com for self-service portal users. Usage is calculated based on periodic snapshots of gigabytes stored. The snapshots are then averaged together over the entire monthly billing cycle to determine monthly usage.

Optional Features

Federal Agencies that choose not to develop applications that directly access the Synaptic Storage as a Service API can choose from among several 3rd party solutions that have built integrations to the Synaptic Storage as a Service API. These “enablers” work independently, but AT&T maintains collaborative relationships with them. More information about 3rd party enablers can be found at www.synaptic.att.com/enablers, or from your AT&T Account Representative.

Federal Agencies Support

Web-based customer support is available on the AT&T Cloud Services Portal. An enhanced customer support option providing live, toll-free phone support is available for an additional monthly fee.

AT&T Synaptic Storage as a Service – Direct Media Loading Option



The AT&T Synaptic Storage as a Service Direct Media Loading Option allows Federal Agencies to store data directly on the AT&T Synaptic Storage as a Service platform without using IP network transport. The

Federal Agency is responsible for storing data directly onto media (and employing encryption or other data security) and for shipping media to a designated AT&T location. Media must be in a format acceptable to AT&T. AT&T will load data from media directly to Federal Agencies directory on the AT&T Synaptic Storage as a Service platform. AT&T will return ship the media to Federal Agency designated return shipping address.

Spend Tracking:

As an optional service for Federal Government agencies, AT&T can provide a method to track spend dollars and spend level against Government determined task order threshold. If this service is ordered, an AT&T Program Manager will send notification of the dollars spent and the spend level under a task order via email to the appropriate Federal Government representative for the specific agency each month.

Agencies who would like to order this option should ask their AT&T Government Solutions Sales Representative for a price quote utilizing SIN 132-51, Labor Category 0027 Task Order Project Manager of this GSA Schedule contract.

Security Documentation Support:

As an optional service, Federal Government Agencies may contract with AT&T to prepare the documentation required to assist in the achievement of Authority-to-Operate (ATO) for a solution based on the AT&T Synaptic Storage as a Service and the Synaptic Compute as a Service. AT&T has established expertise helping Government Agencies certifying systems to achieve Information System Accreditation and ATO requirements through expert, Assessment and Authorization (A&A) support.

AT&T Information Assurance capabilities comprise the full range of A&A lifecycle requirements designed to provide for the secure and safe operation of Federal IT applications and systems where AT&T will provide project-tailored A&A planning and creation of required documentation and artifacts to support evidence of a secure and reliable system

Agencies who would like to order this option should ask their AT&T Government Solutions Sales Representative for a price quote utilizing SIN 132-51 of this GSA Schedule contract

Service Level Agreement

Description

Service Availability for AT&T Synaptic Storage as a Service is measured by the ability of Customer to access the Service Web Interface. Access to the AT&T Synaptic Storage as a Service Web Interface means that Customer is able to use an approved web services control (e.g., API) to access the Service platform.

Service Level

The performance obligation for AT&T Synaptic Storage as a Service Web Interface Availability is for the Web Interface to have a 99.9% Availability. Customer will be eligible for Service Level Credits when Web Interface Availability falls below the performance obligation during a month, according to the AT&T Synaptic Storage as a Service Web Interface Availability Credit Table set forth below.

Calculation

$((TT - TTF) / TT) \times 100 = \% \text{ AT\&T Synaptic Storage as a Service Website Availability}$

- TT = Total Minutes in measurement Month less any scheduled or planned outages
- TTF = Total Minutes of Synaptic Storage as a Service Web Interface Outage Minutes during the measurement Month

A Synaptic Storage as a Service Web Interface Availability Outage shall occur if Customer is unable to use an approved web services control (e.g., API) to access the Service platform for more than one minute.

SYNAPTIC STORAGE AS A SERVICE WEB INTERFACE AVAILABILITY CREDIT TABLE					
Synaptic Storage as a Service Web Interface Availability Percentage 99.9%	99.89% – 99%	98.99% - 98%	97.99 – 97%	96.99% – 90%	< 90%
Service Credit applicable to Customer Monthly Charge for Synaptic Storage as a Service Web Interface	5%	10%	12.5%	15%	20%

12.4 Synaptic Compute as a Service

AT&T Synaptic Compute as a Service provides cloud-based on-demand computing capacity that agencies can self-provision, scale and use as needed. With this service, agencies can set up their own virtual computing environment, choose the configuration and resources they need, easily scale up or down, and activate changes within minutes via a secure portal.

Agencies will have direct control over their configuration and capacity, using either an intuitive web portal or by contacting their AT&T Account Representative. Using the self-service portal will expedite the provisioning timeframe allowing the contracted system to be built within minutes. The self-service portal requires billing to a credit card. Alternatively, Agencies can place a task order for processing through their AT&T account representative. This process will require a longer lead time for provisioning.

AT&T Synaptic Compute as a Service is a pay-as-you-go hosting service that lets agencies quickly provision and access virtual servers for their business needs. This approach can help Government agencies create environments for testing, upgrading or developing new applications.

- AT&T provides and manages the virtualization infrastructure, including network, servers, and storage.
- AT&T provides the operating system templates.
- Agencies provide and manage the database and application.

AT&T Synaptic Compute as a Service is a solution for agencies of all sizes that want to:

- Have AT&T provide and manage the virtualization infrastructure, including network, servers, and storage
- Avoid procurement delays, equipment obsolescence, staffing costs of setup and maintenance, and fees for space, power and cooling
- Provision new virtual servers fast and put them to use quickly
- Have autonomy and flexibility in adding or deleting computing capacity to match demand

AT&T offers government agencies the flexibility to choose from various configuration options to provision computing resources. This approach has been developed to address the most common solution requests. The options are sized based upon small, medium and large CPU configurations.

AT&T also allows Federal agencies to choose from Microsoft Windows or RedHat Linux Operation System for each configuration.

AT&T Synaptic Compute as a Service involves no upfront charges, no term commitment and no termination fees. You pay on a per-hour basis that is accumulated and charged at the end of each month.

If an Agency wishes to order directly, and not via Task Order, then in order to provision the required system, the appropriate agency representative will:

- Go to www.synaptic.att.com– identify yourself as a Federal Government agency
- Provide your credit card payment information and access the service within minutes
- From the user portal, provision and scale servers and storage. Choose server images from an online library
- Access and control your hosted environment from anywhere in the world, using only a browser and secure network connection
- Scale up or down instantly and turn off resources when not in use
- Get billing and usage reports online

AT&T Synaptic Compute as a Service includes comprehensive security to help you protect your data and applications. AT&T isolates each Federal Agency's data from that of every other customer in our data centers by keeping it securely partitioned and logically separate in dedicated file systems and database instances. Each Federal Agency's data travels along a dedicated virtual local area network (vLAN).

What's included with AT&T Synaptic Compute as a Service

The following components are included when an agency orders AT&T Compute as a Service:

- Virtualized infrastructure managed and monitored by AT&T 24x7x365. Agencies can start with as little as one virtual machine; and have virtual machines per AT&T Internet Data Center (IDC)
- Choice of access over the Internet or via your agency's AT&T private network. (Note: Internet bandwidth is billed based on the total inbound and outbound data transfer during the calendar month; AT&T private network services must be ordered separately)
- Five choices of virtual machine bundles, which are billed on our hourly basis.
 - 1 GB Bundle: 1 vCPU, 1GB RAM, 40 GB HDD
 - 2 GB Bundle: 1 vCPU, 2 GB RAM, 80 GB HDD
 - 4 GB Bundle: 1 vCPU, 4 GB RAM, 160 GB HDD
 - 8 GB Bundle: 1 vCPU, 8 GB RAM, 320 GB HDD
 - 15.5 GB Bundle: 1 vCPU, 15.5 GB RAM, 620 GB HDD
- Default or Customer-defined firewall policy.
- Dedicated VLAN per Customer project.
- A web portal where Agencies can provision or de-provision new virtual machines and scale their computing, networking and storage resources on demand. Agencies can also view utilization via this portal.
 - Image library from which to build server images

- Available operating system images are Microsoft Window or Red Hat Linux

Federal Agencies must obtain all required licenses for operating system and application software running on virtual machine instances within their environment. Use of Public Library images is subject to Customer acceptance of applicable license terms. Technical specifications for images available in the Public Library and compatible formats for the Private Library are provided on the AT&T Cloud Services Portal.

In addition, there are optional features (not included in the base virtual machine bundle) that agencies may order, for additional charges:

Load balancing to distribute user requests among multiple virtual machines using a virtual IP address.

NFS File Share offering on-demand, pay-per-use storage of files that can be shared across virtual machines

Network Access methods:

Choice of access over the Internet or via your agency's AT&T private network. (Note: Internet bandwidth is billed based on the total inbound and outbound data transfer during the calendar month; AT&T private network services must be ordered separately)

AT&T Synaptic Compute as a Service – Usage Reports

Billing and Usage reports are available via AT&T Cloud Services Portal.

AT&T Synaptic Compute as a Service – Support

Web-based customer support is available via www.synaptic.att.com. An enhanced customer support option providing live, toll-free phone support is available for an additional monthly fee.

Optional Features

An optional Private Library containing Federal Agency-provided images for use by Federal Agency to build virtual server instances

Service Component Options

SERVICECOMPONENT	DESCRIPTION
Virtual Machine Processor	Virtual CPUs allocated to the virtual machine above base package
Virtual Machine Memory	Amount of RAM allocated to the virtual machine above base package
<i>Notes: Rate for Virtual Machine Process or and Virtual Machine Memory is applied upon activation of Virtual Machine by Customer and in a running state (not stopped).</i>	
Virtual Machine Storage	System storage allocated to the virtual machine above base package.
File Share Storage	Network file system (NFS) storage for access by one or more virtual machines.
Private Library Storage	Storage of customer-specific virtual machine images and templates.
<i>Notes: Rate for Virtual Machine Storage, File Share Storage and Private Library Storage is applied to the weighted average of the peak amount of storage used each hour during the month.</i>	

Load Balancer	Local load balancer policy with a virtual IP address to distribute traffic among multiple Virtual Machines
Load Balancer Traffic	Aggregate data processed through the local load balancer policy, including both inbound and outbound traffic
Public IPv4 Address	Public IPv4 addresses allocated to the compute environment, billed on an hourly basis.
Public Internet Data Transfer	Aggregate data transferred into and out of the compute environment using the Internet.
AT&TVPN: Data Transfer	Aggregate data transferred into and out of the compute environment using AT&T VPN service
Cloud Support: Enhanced	Enhanced support option providing live, toll-free telephone support

Optional Service

Spend Tracking:

As an optional service for Federal Government agencies, AT&T can provide a method to track spend dollars and spend level against Government determined task order threshold. If this service is ordered, an AT&T Program Manager will send notification of the dollars spent and the spend level under a task order via email to the appropriate Federal Government representative for the specific agency each month. .

Agencies who would like to order this option should ask their AT&T Government Solutions Sales Representative for a price quote utilizing SIN 132-51, Labor Category 0027 Task Order Project Manager of this GSA Schedule contract.

Security Documentation Support:

As an optional service, Federal Government Agencies may contract with AT&T to prepare the documentation required to assist in the achievement of Authority-to-Operate (ATO) for a solution based on the AT&T Synaptic Storage as a Service and the Synaptic Compute as a Service. AT&T has established expertise certifying systems to achieve Information System Accreditation and ATO requirements through expert, Assessment and Authorization (A&A) support.

AT&T Information Assurance capabilities comprise the full range of A&A lifecycle requirements designed to provide for the secure and safe operation of Federal IT applications and systems where

AT&T will provide project-tailored A&A planning and creation of required documentation and artifacts to support evidence of a secure and reliable system.

Agencies who would like to order this option should ask their AT&T Government Solutions Sales Representative for a price quote utilizing SIN 132-51 of this GSA Schedule contract.

13.0

AT&T Internet Protect (AIP)

Service Description

AT&T Internet Protect (AIP) Service

Description

AT&T Internet Protect® Service is an intrusion notification application that offers customers advanced information regarding potential real-time network attacks while they are in their early stages of development.

AT&T Internet Protect analyzes traffic on the AT&T IP network in order to detect intrusions and cyber-attacks. Internet Protect provides advanced notification so agencies can take steps to avoid network attacks before they affect the business. AT&T Internet Protect helps to identify network based security threats and offers prevention tips which will help customers to take appropriate steps to protect their enterprise. AT&T Internet Protect analyzes Internet traffic using heuristics and statistical models to predict and profile potential malicious activity. As a subscriber, agencies will have access to our web-based Internet Protect Portal via AT&T BusinessDirect®.

The ATT Internet Protect portal provides malicious activity information and recommended action. Customers utilize provided tokens for authentication to access the BusinessDirect portal, allowing the ability to filter real-time and potential attack information.

AT&T Distributed Denial of Service (DDoS) Hosting Application Management Services for AIP

AT&T DDoS Defense service is designed to detect and block identified malicious traffic, while allowing legitimate online transactions to continue. Distributed Denial of Service (DDoS) attacks are among the most disruptive and vicious activities passing over the Internet. DDoS attacks can overwhelm web servers and saturate a company's connection(s) to the Internet resulting in the inability to maintain efficient communications and connectivity and can ultimately impact business operations. By integrating the predictive and early warning capabilities of AT&T Internet Protect with the DDoS Defense capability, AT&T is delivering one of the most potent tools against denial of service attacks, which have crippled entire networks and brought businesses to a halt.

Definitions and Interpretation

Definition: A DDoS attack occurs when an attacker attempts to prevent legitimate users of a service from accessing targeted systems by sending massive amounts of traffic to such systems, thus affecting their proper functioning. Distributed Denial of Service (DDoS) attacks are network-based in which the attacker plants malicious code on numerous, scattered, and usually unwitting, servers or desktops. Those machines (called zombies) then flood a single IP address with packets so it is driven offline, unable to handle the volume.

AT&T DDoS Services (DDoS): AT&T DDoS Defense, is an option available to customers of AT&T Internet Protect. DDoS identification and mitigation takes place within AT&T's IP backbone providing you with increased protection from malicious traffic before it reaches your network. DDoS Defense consists

of a detection device that examines your net flow data. If a denial of service attack is detected, the traffic will be routed to a network mitigation farm, where the malicious DDoS attack packets are identified and dropped while the valid traffic is allowed to pass through. DDoS Defense consists of a network detection facility that monitors your network traffic for a specified set of IP addresses to be protected. Depending on your configuration, a shared or dedicated set of network mitigation devices are available to scrub your traffic if a denial of service attack is detected.

Process: AT&T DDOS Service first detects and alerts: then, reroutes and scrubs your systems network architecture. When the detector identifies DDoS attack, an alarm is sent to both an AT&T operations center and to you, notifying you of the detected attack. Concurrently, AT&T will notify you of the attack. AT&T will reroute traffic directed at the server under attack to the network scrubbing facility within the AT&T IP Backbone. This traffic will then be scrubbed dropping the DDoS attack traffic and passing the valid traffic to your access router, while traffic destined to servers not under attack continues to flow directly to your network.

DDOS Features:

- Provides a robust, all inclusive information security portal
 - Notifies via Email and/or page on critical alerts, advisories and attacks
 - Provides anomaly detection, packet scrubbing, traffic analysis, and e-mail trap alerts
 - Includes equipment, monitoring and management
 - Monitors a specified IP address range
 - Includes web portal access for service and status reporting information, including anomaly reporting, historical archival, dark address analysis, and status page

DDOS Benefits:

- Detects the presence of a DDoS attack
 - Blocks malicious packets in real-time while allowing the flow of legitimate business traffic
 - Stops denial of service traffic floods within AT&T's network before they choke your private network
 - Allows you to be proactive vs. reactive when protecting your network against malicious intruders, and unauthorized activities.

Service Level Agreements

Service Level Agreements ("SLAs") are available only for the DDOS Shared Option and no other AIP service options. Failure of the DDOS Shared Option to meet the SLAs described below may entitle Customer to receive credits, as indicated below. Service Level Objectives ("SLO") are indicative of the service level AT&T strives to meet, but Customer is not entitled to receive any credits for failure to attain an SLO.

Definitions

- a. "Attack Mitigation Equipment" is the denial of service detection equipment and the data scrubbing equipment located on AT&T's premises and used in connection with the DDOS Defense Service provided to Customer by AT&T.

- b. "Attack Mitigation Capability" is the level of shared scrubbing capacity purchased by Customer from AT&T. Scrubbing capacity in a shared packet or non-dedicated environment shall be the capacity of two scrubbing devices.
- c. "Denial of Service Attacks" are traffic based attacks which, if not scrubbed, are likely to materially disrupt Internet access using one or more of the attack types defined in the following table:

ATTACK TYPE	DESCRIPTION
<i>Spooferd</i>	Sending packets with a forged source address.
<i>Malformed</i>	Sending packets with abnormal bits or flags set.
<i>Floods</i>	Sending high rates of legitimately formed packets.
<i>Null</i>	Sending packets with no content or illegitimate protocol.
<i>Protocol</i>	Sending packets with illegitimate protocol.
<i>Fragmented</i>	Sending packets fragments that will never be completed
<i>Brute Force</i>	Sending packets that exceed defined flow rates threshold

- d. "Outage" means the period during which Customer cannot access the subscription portal due to a problem with the Mitigation Portal or the AT&T's network. Downtime due to circumstances specified in section 10.2, "Service Level Agreement Rules, Regulations and Limitations," item 6 below is not an Outage and is not included in Outage calculations.
- e. "Qualifying Site" is a specific Customer address identified by Customer to AT&T to be monitored by AT&T for denial of service attacks.
- f. "Mitigation Portal" is the portal provided to customer to mitigate a DDoS attack on their network. Customer will select the IP address range designated by Customer for mitigation. . Customer is responsible for starting and stopping traffic scrubbing via commands on the portal.
- g. "Mitigation Portal Availability" is the time during which the Mitigation Portal is available for general customer use, regardless of whether a given customer has appropriate access and can actually use the working Mitigation Portal. AT&T's Mitigation Portal Availability service level objective is 99.9%, excluding downtime for maintenance.
- h. "Time to Mitigate" for the AT&T Internet Protect Service DDoS feature is defined as the time that AT&T takes to initiate mitigation strategies in connection with denial of service attacks after attack is detected or after AT&T has been notified that the attack is taking place. Time to Mitigate does not include: (1) inability to mitigate a denial of service attack type not listed in the above definition of Denial of Service Attacks; and (2) inability to mitigate Denial of Service Attacks because the mitigation capacity required exceeds the coverage of Attack Mitigation Capacity purchased by the customer.
- i. "Verifiable Customer Trouble Tickets" are defined as those where AT&T has substantiated that Service Outage exists as a result of a Denial of Service Attack.
- j. "Location" is each physical customer access location. For example protection of sites at a data center in New York with OC3 access and protection of sites at a data center in Kansas City with separate physical OC3 access would be two locations to be protected.

Service Level Agreement Rules, Regulations and Limitations

- 1) The SLAs apply only to the AT&T Internet Protect DDoS Defense Options specified in the applicable SLA description and to no other services or options.
- 2) Customer must proactively submit an SLA claim in writing and request the credit within 30 days of the incident in order for this SLA to take effect, or forfeit their right to the claim. All credit requests should be sent via an email addressed to budsock@att.com or such other email address identified by AT&T, or via U.S. Postal Mail to the following address:

AT&T Corp.
Attn: AT&T Internet Protect SLA Manager
One AT&T Way, Room3A184
Bedminster, NJ 07921

Please include the Trouble Ticket number with your request. AT&T will attempt to acknowledge all requests for credit within ten (10) business days of receipt and inform customer via email or U.S. Postal Mail within thirty (30) days whether the request is approved or denied.

- 3) Trouble tickets, where the Time to Mitigate or Mitigation Portal Availability, as applicable, cannot be verified with AT&T's standard diagnostic procedures, do not count towards these SLAs.
- 4) The SLAs will take effect upon the Service Activation Date of the AT&T DDoS Defense Service.
- 5) The monthly service charge that will be the subject of the credit for the AT&T DDoS Defense Service will be the monthly charge for the Service.
- 6) AT&T will only be responsible for a DDoS related attack in which the offending traffic can be routed to the AT&T access link with Customer. In the event that the Customer's traffic (or any portion thereof) is not routed through AT&T these SLA will not apply. The SLAs do not apply and no credits will be issued in the event of
 - i. fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond AT&T's control, whether or not similar to the foregoing, and acts outside AT&T's control as described in Section 8 of the AT&T Master Agreement; or
 - ii. Local or international regulatory laws or ethical (ethical meaning conforming to accepted professional standards of conduct) issues that limit or prevent the ability of AT&T or the Local Service Provider to offer or comply with these SLAs; or
 - iii. Customer's failure to provide required site power for necessary equipment, including the Customer edge router and Channel Service Unit/Digital Service Unit; or
 - iv. Customer's lack of availability to respond to incidents that require Customer's participation for resolution.
 - v. Any service failure which is due to Customer owned equipment residing on Customer's premises (unless such equipment was provided by AT&T or its authorized contractors), or failure or unavailability of any of the elements of the services provided by Customer or under Customer's responsibility including, but not limited to, power supply, internal wiring, proper environmental conditions, or router connected telephone line for problem determination.
 - vi. Any service failure or interruption caused by a third party (including AT&T subcontractors, suppliers and Local Service Providers) not recognizing or delivering upon an AT&T request to

- reroute a customer's traffic to AT&T's designated facilities for the purpose of scrubbing the traffic, .
- vii. Scheduled maintenance. AT&T will perform maintenance during the scheduled maintenance window of 1 a.m. U.S. Eastern Standard Time (06:00 UTC) to 5 a.m. U.S. Eastern Standard Time (10:00 UTC). AT&T may perform maintenance outside of the scheduled maintenance window upon an advanced prior notice to the customer. AT&T reserves the right to provide emergency maintenance, or to repair services, at any time and when AT&T determines needed, and in such case AT&T will notify affected customers as soon as is reasonably practicable. SLAs do not apply during any of the maintenance periods.
- 7) All claims are subject to review and verification by AT&T.
 - 8) AT&T reserves the right to change or modify the terms and conditions or discontinue this SLA program at any time without notice.
 - 9) Credit amounts are calculated based on billed charges, exclusive of any applicable taxes charged to the customer or collected by AT&T.
 - 10) The SLAs are also subject to the terms and conditions of the service agreement (also referred to as Master Agreement or Agreement).
 - 11) The SLA credits may not under any circumstances exceed (either alone or in combination with other credits issued to Customer) in any given month, one hundred (100) percent of the AT&T Internet Protect Service monthly charges for DDoS Defense option, for each Qualifying Site.
 - 12) The SLAs are Customer's sole and exclusive remedy for any outages, failures of the Service or AT&T otherwise not meeting the Service Level Agreements outlined herein.

Time to Mitigate Service Level Agreement

- The Time to Mitigate SLA is available only for DDOS Defense Shared Option.
- The Time to Mitigate SLA is not available for DDOS Subscription Option.
- Service Level Measure
- Attack Notification within 15 minutes of Identification
- If the customer chooses automatic Attack Mitigation,
- Mitigation begins within 30 minutes of attack identification
- If the customer chooses to concur before Attack Mitigation
- Mitigation will begin within 30 minutes of customer agreement

If in any calendar month, AT&T fails to meet the service level measures set forth above in connection with one or more distributed denial of service attack(s) of the type set forth in the Definitions below, and subject to the limitations set forth in section 10.2, "Service Level Agreement Rules, Regulations and Limitations," Customer may be eligible for a credit equal to a percentage of the total monthly charge, based on chart identified below. This SLA will be calculated based on AT&T trouble tickets indicating the failure time identified on the ticket(s).

TIME TOMITIGATE (INMINUTES)	PERCENTAGE OF MONTHLYCHARGE CREDIT
31 – 60	25%
61 – 120	50%
121 +	100%

Time to Mitigate Additional SLA Rules, Regulations and Limitations:

The duration of time to mitigate will be determined by using the log information from the Attack Mitigation Equipment or trouble tickets logged with the appropriate AT&T Customer Care organization. If the latter is used, the time starts with the opening of a trouble ticket by AT&T Customer Care and ends when AT&T Customer Care sends notification to Customer of the restoration of the Service.

14.0

AT&T Virtual Private Network (AVPN)

Service with MRS Option

AT&T Virtual Private Network

(AVPN) Service

AT&T VPN is a network-based IP VPN solution that is enabled by Multiprotocol Label Switching (MPLS). AT&T VPN is the evolutionary successor to the IP services which began with IPeFR/ATM. AT&T VPN service enables agencies to build an application aware, network-based Multiprotocol Label Switching virtual private network to link locations and efficiently transmit applications such as voice, data, and video over a single connection. Agencies have the option of choosing the access method to AT&T VPN which best meets their requirements. Dedicated Private Line, DSL and Ethernet (where available) may all be used to connect to an MPLS port.

AT&T VPN simplifies and will over time consolidate capabilities from AT&T's currently separate MPLS-based VPN services (IPeFR/ATM, PNT & EVPN) into a single VPN service. This will enable AT&T to offer a world class global network based MPLS VPN with options to add on features when desired without having to migrate between different VPN services.

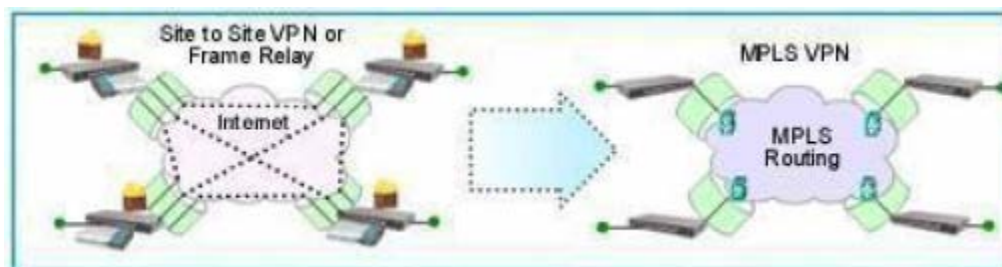
AT&T VPN provides the capability to establish any-to-any connectivity through a single MPLS Port to each location. There is no need to order additional Permanent Virtual Circuits (PVCs) or worry about Committed Data Rate (CDR) at each site to develop fully meshed communications.

AVPN Service Description

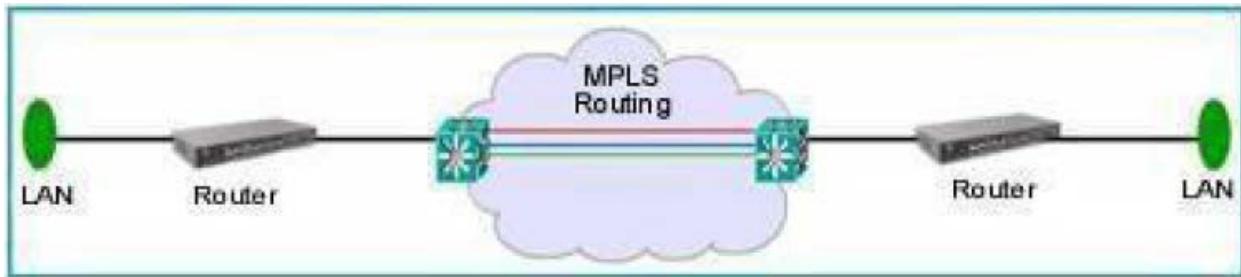
AT&T VPN uses MPLS standards and brings to the marketplace an efficient, secure and scalable way for businesses to support critical IP applications. MPLS allows the network to transmit data packets, using standard IP forwarding protocols, to any location in the agency VPN. Agencies looking for simplified fully-meshed communications and those with a need for distributed communications now have a simple solution that provides the best of both worlds—the flexibility of IP access and the inherent security and reliability of Frame Relay / ATM.

AT&T VPN addresses a number of critical IP VPN business networking needs:

- **Any-to-Any connectivity** – AT&T VPN enables communications between any two sites in a specific agency VPN, eliminating the need for tandem routing and defined virtual channels between sites. Future growth no longer requires resizing and rebalancing of multiple Private Virtual Circuits (PVCs). Additional sites can simply be added to the VPN and AT&T will manage IP core capacity.



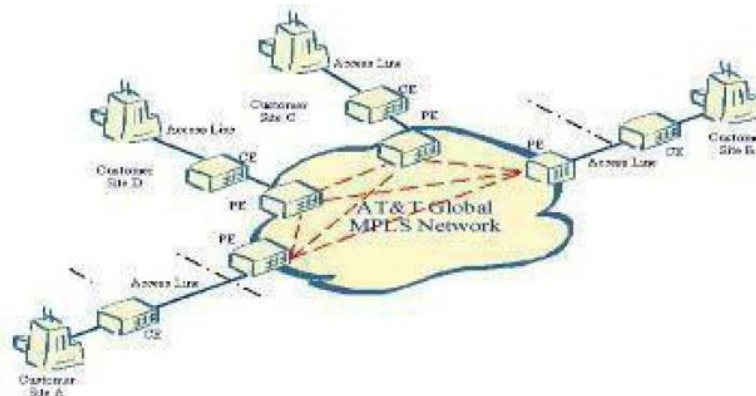
- **Prioritization of traffic** – AT&T VPN provides agencies a very flexible traffic prioritization scheme through network-based class of service (CoS). Agencies can choose from six different CoS packages to establish their application mix.



- **IP Based Disaster Recovery:** AT&T VPN provides agencies with dynamic IP disaster recovery via eBGP (Border Gateway Protocol) that allows load balancing across six discrete CE-PE connections as well as supporting several different redundancy options for carrying primary and backup routes.
- **Simplifies Customer Premise Equipment (CPE) configuration needs:** When adding an additional site, you need only reconfigure the new site router, unlike a Layer 2 PVC network, in which both the hub and the remote sites routers must be reconfigured. This can result CPE equipment savings of up to 50% due to the need for fewer and smaller routers at each site.

Multi-Protocol Label Switching (MPLS)

MPLS, or Multiprotocol Label Switching, is a standardized protocol and comprehensive networking architecture. The MPLS protocol enables data to be transmitted efficiently across a network infrastructure utilizing a technology known as “label switching”. In short, a “label” is appended to each data packet as it enters the network from the agencies environment. This label uniquely identifies that packet as belonging to a specific destination port within the agencies IP Virtual Private Network (VPN.) Upon reaching its destination, the label is removed, thereby returning the data packet to its original state - the process is seamless and unnoticeable to end-users.



In addition to label switching, MPLS provides a common and unifying architecture for building next-generation, integrated networks. Among its benefits, MPLS provides:

- 1) A scalable, hierarchical, and reliable network infrastructure that increases network stability, performance, and security.

- 2) Sophisticated traffic engineering capabilities for managing network congestion classes of Service (CoS): allows differentiation of network traffic allowing different types of traffic to be handled in a manner to provide high quality transmission. This is essential for mission-critical, voice, and video applications
- 3) Ability to create IP Virtual Private Networks (VPNs) with multiple access technologies to the same VPN

No other single network architecture offers all of these properties; unlike AT&T, providers who don't utilize MPLS must adopt a "patchwork" of technologies to achieve similar objectives, thereby increasing complexity. MPLS benefits from strong support from most major network carriers, as well as from agencies and industry analysts alike.

Network Operations Services

A dedicated AT&T Network Operations Center (NOC) provides complete proactive service monitoring and operations support 24-hours-a-day, seven-days-a-week to help provide optimum network availability and performance. The AT&T NOC performs a variety of maintenance services such as fault detection, isolation and repair to provide optimum network availability and performance.

The AT&T VPN Maintenance center can be reached either via Business Direct Portal or by calling into the work center.

Network Monitoring: AT&T VPN provides high level network performance through careful IP network management and the industry-acclaimed performance of the AT&T network. The IP network is monitored by the NOC using simple network management protocol (SNMP) -based software. The software is used in combination with other essential tools to monitor non-SNMP equipment and other network services. The status of the network is continually reported on a display monitored around the clock. All changes in the IP network status are logged, giving the NOC the ability to evaluate staff responsiveness and network availability. In addition to the IP network, the underlying transport network is monitored by AT&T Transport Centers, 24 hours a day, 365 days a year.

AT&T IP Network

AT&T has designed and built one unified global network. This network is the supporting infrastructure for a consistent, seamless set of services that we provide throughout the world. This network has been built as a multi-layered network, supporting layer 1, 2 and 3 (IP/MPLS) services providing the highest possible levels of reliability and performance. It offers AT&T VPN customers a number of built-in features for exceptional or incomparable advantages, including:

Industry Leading Reliability. The backbone network is designed with no single point of failure in the core architecture. All backbone nodes are located in secured AT&T central offices or tele-housing facilities. All cities are connected via multiple links of up to OC768 speeds. AT&T's IP backbone has been designed with multiple "rings" for alternate path re-routing and with no single point of failure in the core IP network. Each Backbone node is connected to a minimum of two other nodes. Backbone routers are installed in pairs, with long haul backbone facilities divided among the backbone routers to avoid single points of failure and provide network continuity even in the event of a facility failure. Connections between all backbone routers are Packet over SONET for high performance and cost-effectiveness. All routers are deployed in a redundant fashion, with redundant power supplies and redundant processors. There is no single point of failure in the core backbone architecture.

Outstanding Performance. The SLA target average US round-trip delay of the AT&T IP Backbone is 37ms. SLA targets for MOW vary by region but are as low as 30ms for Europe. The SLA target average packet delivery of the US AT&T IP backbone is 99.95% and 99.90% for MOW. Jitter is less than 1 ms in the US and 2 ms in MOW due to the careful management of capacity. Actual network performance, updated every 15 minutes, is available to agencies through the AT&T BusinessDirect portal.

Superior Security. All nodes within the US portion of the AT&T IP backbone are located in AT&T owned and maintained secure facilities, which are guarded and manned 24x7 and are only accessible to authorized personnel. Nodes in MOW are located in secure, tele-housing facilities in the major cities of the world. We require that the tele-housing supplier comply with our security specifications, to the extent permitted by the laws in the specific country where the node is located. These specifications which are documented in a Site Interface Agreement (specific for each location) include (but are not limited to), dedicated cages or suites accessible only via an electronic card system, closed circuit television (CCTV) monitoring and building access security.

All nodes are protected by un-interruptible power sources, including both battery backup and emergency diesel generators. In addition a robust disaster recovery scheme is tested regularly to confirm that all components will work in the event of a power failure. In addition to physical security of the nodes, AT&T has taken many steps to secure the network elements within the AT&T IP backbone in order to provide reliable service. For example, all of the general, non-routing functions in the core routers are disabled. This both enhances the performance of the network and reduces the potential of a hacker using general router capabilities to illicitly access the system. In addition to these security measures, AT&T's IP backbone security is enhanced through the use of IP Source Address Filtering. AT&T has installed source address filters on our backbone routers at two places--1) at all dedicated agency connections to this network and 2) at all entrances from the public Internet. At all dedicated retail customer connections, the source address of all inbound packets is examined to make sure it matches the IP address which we expect to find on those packets; if the source address doesn't match, the packets are discarded. This is a key method by which ISPs can enhance the security of their networks since hackers typically try to hijack someone else's IP address in order to hide their identity while they are doing their mischief. Inbound from the public Internet, this same filtering technique is applied to inbound packets; in this case packets are discarded which contain IP addresses from a special "reserved" portion of AT&T's Class A address. This "reserved" IP address area is used for agencies of AT&T's VPNs. This is an extra security step, which was recommended by the Carnegie-Mellon Computer Emergency Response Team (CERT). This 'Spoof-Proofing' is an AT&T value-added service that is inherent in the design of our architecture. Wholesale and downstream providers are required to use this same security technique on their downstream networks in order to connect to the AT&T IP Backbone. This enables AT&T to say that the AT&T IP Backbone is RFC2267 compliant.

Maximum Control. The IP backbone is monitored and maintained through AT&T's state-of-the-art Network Control Center (NCC). The NCC is connected to the rest of the network by two physically diverse facility feeds. A comprehensive test-bed network environment is used for controlled introduction of new features and capabilities to maximize network performance and reliability even as the backbone is being upgraded.

Standard Features

This offer provides agencies with their choice of various components, access methods, transmission speeds and options.

Any-to-Any Connectivity

All AT&T VPN Sites that are part of the same VPN can communicate with each other regardless of the types of AT&T VPN Ports at the different agency sites.

AT&T VPN MPLS Port

The primary AT&T VPN Service Components are MPLS Ports. Each MPLS port includes a logical channel connection to the VPN.

IP MPLS Ports

Private Line connections to the AT&T VPN are available at speeds ranging from 56/64Kbps -622 Mbps utilizing one of the following Layer 2 Protocols:

- Multi Link PPP (MLPPP) for Bonding Multiple T1/E1s
- Frame Relay (encapsulation) to allow connections to multiple VPNs via one Port

In the US, IP MPLS Ports in the PPP format are available at speeds of T1, sub-rate T3, T3, sub-rate OC3, OC3, sub-rate OC12 and OC12. IP MPLS ports in the Frame Relay Encapsulation format are available at speeds of sub-rate T3, T3, sub-rate OC3, OC3, sub-rate OC12 and OC12. Sub-rate ports speeds available in the US include: T3 speeds at 5M, 10M, 15M 20M, 25M, and 30M and OC3 speeds at 50M, 75M, 100M, and for OC12 speed sat 200M, 300M and 400M.

NxT1/E1 MLPPP Ports

IP MPLS ports using Multi Link Point to Point Protocol (MLPPP) format allow agencies to aggregate multiple T1/E1 access lines to connect an agency site to one IP MPLS Port at an NxT1/E1 speed, rather than having to connect each T1/E1 access line to a separate MPLS Port. Connections to IP MPLS Ports using MLPPP format are also known as a Private Line Access to AT&T VPN.

IP MPLS Ports in the MLPPP format are available in speeds of NxT1 in the US. NxT1 port speeds are 3.088M, 4.632M, 6.176M, 7.720M, 9.264M, 10.808M and 12.352M. Pricing for IP MPLS ports at the NxT1/E1 speeds are as indicated in the Schedule of Charges for the ATM/IMA port type at the same corresponding speed.

US Ethernet MPLS Ports

There are a variety of ways in which AT&T can provide Ethernet Access to its customers.

In AT&T terminology, a Type 1 access circuit uses AT&T owned facilities (i.e., AT&T Local Network Service, (LNS) to provide access transport to other AT&T services. Type I access is available in locations served by AT&T Local Network Service, which does not provide a nation-wide footprint. The goal of having a national footprint for Ethernet access to AT&T services is met by partnering with other Ethernet Service Providers (ESP), also referred to as Type II providers.

A Type 2 circuit is a facility that is leased from another carrier, and is used to provide an agency with access to an AT&T service as part of an integrated offer with one bill to the agency and one point of contact for problems. In the rest of this document, the term ESP (Ethernet Service Provider) will be used to refer to

any carrier that is providing Ethernet access services to AT&T other than LNS. Currently, we have certified the following Type II Ethernet carriers to support VPN services:

SBC	Bell South	Verizon
TimeWarner	Qwest	Telcove
	On-fiber	

MPLS US Ethernet connections to the AT&TVPN are available at speeds as follows (where available).

- Access Speeds: (5M, 10M, 20M, 50M, 100M, 150M, 200M, 250M, 300M, 400, 500, 600M, 700M, 800M, 900M, 1G, 10G), subject to vendor availability.
- AVPN defined Ethernet port speeds (Mbps): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 20, 30, 40, 50, 60, 70, 80, 90,
- 100, 150, 200, 250, 300, 400, 450, 500, 600, 700, 800, 900, 1000Mbps, 2G, 2.5G, 3G, 3.5G, 4G, 4.5G,
- 5G, 5.5G, 6G, 6.5G, 7G, 7.5G, 8G, 8.5G, 9G, 9.5G, 10G.
- VLAN Logical Channel Speeds (Mbps): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100,
- 150, 200, 250, 300, 400, 450, 500, 600, 700, 800, 900, 1000Mbps, 1.5G, 2G, 2.5G, 3G, 3.5G, 4G,
- 4.5G, 5G, 5.5G, 6G, 6.5G, 7G, 7.5G, 8G, 8.5G, 9G, 9.5G, 10G.

Routing Protocols

AT&T VPN Service supports both BGP and static routing. Agencies that use BGP can configure the "BGP Multipath" option to enable load sharing across multiple AT&T VPN ports. Multipath is enabled by default. An agency can use various BGP attributes (local pref, AS-Prepend, MED) to disable multipath when it is not required.

Traffic Separation

AT&T VPN enforces traffic separation among agencies per the RFC2547 standard. A unique Virtual Routing and Forwarding Table is assigned to each agencies VPN. Traffic separation occurs without tunneling or encryption through a combination of BGP routing and MPLS label forwarding. VPN membership depends upon logical or physical ports entering the VPN, where a unique Route Distinguisher (RD) is assigned to each agencies route to make it unique within the MPLS backbone and a unique Route Target (RT) is assigned to make certain each route is placed into the correct agencies Virtual Routing and Forwarding Table. A packet received by the AT&T Network is associated with an Agency VPN, and a forwarding table associated with the particular VPN is used to determine a set of possible egress interfaces within the agencies VPN. **AT&T VPN Unilink**

Unilink is an optional feature that allows an agency to order up to twelve (12) Logical Channels on a single MPLS Port and provides agencies an efficient method of utilizing bandwidth on single MPLS port to access multiple VPNs or MPLS PVCs. These multiple Logical Channels can be used for:

- One or more VPNs, and/or
- One or more MPLS PVCs.

The total bandwidth of all Logical Channels on one MPLS Port may not exceed the maximum total Logical Channel bandwidth available for that MPLS Port type and speed. Logical channels can burst up to the

MPLS port speed if bandwidth is available on the MPLS port, except when COS is implemented on one of more logical channels on a Frame Relay or ATM MPLS port. In these cases, to preserve CoS, the logical channel may not burst above the logical channel speed.

Class of Service Option

AT&T VPN 6 Class of Services for Transport on Cisco is Generally Available (GA), Managed is in Controlled Introduction (CI) and Transport on Juniper M320 in MoW on LSSPP (PPP & FrEncap)/MLPPP in CI. The 6CoS option is implemented on the agencies MPLS Port, allow agencies to prioritize their traffic based upon the type of traffic or application and their performance requirements. Without this option, AT&T VPN offers best effort treatment, which means it doesn't matter what type of traffic an agency sends/receives as it will all be treated equally.

Six Classes of Service (CoS) now include voice, video, and data class to support application over single IP network and it also enhanced the ability of agencies to control the use of their bandwidth with more granularity and specificity across all access types Fr/ATM/IP/Ethernet/DSL refer to Service Guide for limitations. Additionally, thousands of profiles have been added with thousands of new combinations.

Charges for CoS are based upon the port speed and the CoS Package selected.

This class is designed for jitter and latency sensitive applications such as voice and video.

This class is designed for jitter and latency sensitive applications such as voice and video.	
COS2V:	This class is designed to carry very high priority business applications. Or may carry jitter sensitive applications like video when CoS1 is already in use.
COS2:	This class is designed to carry high priority business applications.
COS3:	This class is designed to carry medium priority business applications.
COS4:	This class is designed to carry low priority business applications.
COS5:	This class is designed to carry low priority background business applications.

Each of six classes has a specific amount of bandwidth allocation. CosS1 traffic is strictly policed and will be dropped on ingress if it exceeds its allocation. Each CoS has a specific amount of bandwidth allocation. If any class does not use its entire bandwidth allocation, data packets from other classes can share the unused bandwidth. To implement the CoS feature, an agency may select one of four CoS Packages at the MPLS Port level as described in CoS package table, each of which supports a specified number of Classes of Service.

Once the CoS Package is selected, the customer then selects a CoS Profile from the Profiles Available for that CoS Package, which may be done at the Logical Channel level if the agency has multiple Logical Channels on the MPLS Port. The CoS Profile defines the bandwidth allocation for each CoS, as indicated in the CoS Profile Bandwidth Allocation Table.

CoS Package Table

COSPACAGE	CLASSES OF SERVICES SUPPORTED
Multimedia High	CoS1, CoS2V, CoS2, CoS3, CoS4, CoS5
Multimedia Standard	CoS1, CoS2V, CoS2, CoS3, CoS4, CoS5

Critical Data	CoS2, CoS3, CoS4, CoS5
Business Data	CoS3, CoS4
Standard Data (None specified, or Default)	CoS4

Limitation: 4CoS agencies cannot utilize CoS2V or CoS5

CoS

CoS Profile Bandwidth Allocation Table						
Package	COS1	COS2V	COS2	COS3	COS4	COS5
Multi Media High	60%, 70%, 80%, 90%	5%-30%, 5% Increments 30%-80%, 10% Increments	5%-30%, 5% Increments 30%-80%, 10% Increments	5-30%, 5% Increments 30-80%, 10% Increments	5-30%, 5% Increments 30-80%, 10% Increments	0% default (5%-20%, 5% Increments)
	90%	0%	0%	0%	100%	
	60%, 70%, 80%	0%	80%	10%	10%	
Multi Media			60%	30%	10%	0%
			40%	30%	30%	
	5%-30%, 5% Increments	5%-30%, 5% Increments	5%-30%, 5% Increments	5%-30%, 5% Increments	5%-30%, 5% Increments	
Standard		30%-80%, 10% Increments	30%-80%, 10% Increments	30%-80%, 10% Increments	30%-80%, 10% Increments	0%
	50%	0%	0%	0%	100%	
	5%-50%, 5% Increments	0%	80%	10%	10%	
Critical Data			60%	30%	10%	0%
			40%	30%	30%	
	0%	0%	5%-30%, 5% Increments 30%-80%, 10% Increments	5%-30%, 5% Increments 30%-80%, 10% Increments	5%-30%, 5% Increments 30%-80%, 10% Increments	

General 6CoS limitations: Impacting Transport Services

- There is a profile limitation for any AVPN agency requesting 6CoS profiles for low speed port types.
- Profiles are only available for the package selected. For example, if MMH package is selected the available profiles are those that fall under MMH package (e.g. CoS1 = 60% through 90%) and if MMS selected the available profiles would be those that fall under MMS package (for e.g. CoS1=5% through 50%). The fix is coming later to have all profiles available under MMH Package.
- AVPN 6CoS is not supported on Cisco RPM-XF platform.

AT&T VPN Dual Stack IPv4/IPv6 Address Feature

The AT&T VPN Dual Stack IPv4/IPv6 Address Feature supports both IP version 4 ("IPv4") and IP version 6 ("IPv6") Internet Protocol addressing on selected AT&T VPN MPLS Port types ("Dual Stack v4/v6 AT&T VPN MPLS Ports"). A Dual Stack v4/v6 AT&T VPN MPLS Port allows an agency's site to use both IPv4 and IPv6 Internet Protocol addresses on the agency's VPN. The agency's premise router must be configured to support both IPv4 and IPv6.

AVPN IP MPLS ports supporting Frame Relay Encapsulation with Unilink feature supports CoS at the Port level define the bandwidth allocation for each CoS class, as indicated in the CoS Profile Bandwidth Allocation Table. If any class does not use its entire bandwidth, data packets from other classes can share the unused bandwidth. CoS 1 traffic in excess of the CoS1 allocation will be dropped. bandwidth allocations for each CoS class will be shared by all logical channels on the port. There is no per Logical Channel CoS in this option.

When the agency orders AT&T VPN IP MPLS ports supporting Frame Relay Encapsulation with Unilink, they will also specify the number of Logical Channels up to the limit specified in the AT&T VPN Service Guide. Except that, as distinguished from other Logical Channels, no Logical Channel bandwidth specification is required. Each Logical Channel shares the bandwidth in each class on the port and can send up to the MPLS Port speed, if the bandwidth is available on the MPLS Port.

Port Level CoS is available with FR Encap with Unilink. AVPN Managed provides a managed CE router implemented with Logical Channel Level CoS to be paired with a PE router (either on the Cisco GSR or Juniper platforms) be implemented with Port Level Cos.

Real-time (CoS1) with committed Logical Channel Bandwidth (aka Blue-B) on DS3+ IP MPLS ports with FR Encap is no longer supported.

AT&T VPN Diversity Options

The AT&T VPN Diversity Options allows agencies the capability to have select ports installed so that the effects of a failure of an individual AT&T hardware element will be mitigated. There are two types of AT&T VPN Diversity Options, MPLS Port SDO and MPLS Port POP Diversity. AT&T will provision each group of MPLS Ports to a different group of AT&T switches or routers at the same AT&T POP.

AT&T VPN offers multiple access methods: dedicated access ("IP ports"), Ethernet MPLS Ports, Frame Relay access and ATM access. The diversity options for these are different so they are discussed in their own subsections below.

AVPN Diversity Options (Layer2 Switch)

When the agency has more than one Frame Relay or ATM port, they can order those ports to be diverse from each other. There are two options available: "**MPLS Port Service Diversity Option**" (SDO) and "**MPLS Port PoP Diversity**" ("Point of Presence" or "Central Office"). SDO assigns the multiple ports onto different switches in the same central office. The PoP Diversity option puts the ports into different central offices (usually different cities).

"Diversity Options" work as follows: A collection of ports which require diversity are assigned to an arrangement. Each arrangement is "numbered" to maintain separation from other arrangements which the agency might have.

Within an arrangement, the specific ports which are to be made diverse are placed into separate groups (which are named). So, all ports in a group are made diverse from all the ports in the other groups. Ports within a group are not made diverse from each other.

The agency may order up to three mutually exclusive groups in each arrangement.

With Switch Diversity, the groups are put on diverse switches in the same central office (or "POP").

With POP Diversity, the groups are put into diverse central offices (or "POPs"), which are usually in different cities.

A maximum of 1,000 ports are allowed in one arrangement. (No limit on the number of arrangements.)

A port may be assigned to only one group and to only one switch diversity arrangement. However, the port may also be in a POP Diversity Arrangement.

After the Layer 2 ports are provisioned, an enterprise Permanent Virtual Circuit (EPVC) then goes from the Layer 2 switch to a Provider Edge Router (PER). That router might be in the same central office as the Layer 2 port or it might be in another Central Office. The agency may also want to order Layer 3 diversity to get multiple EPVCs onto different PERs, which is called "multihoming."

Multihoming (Layer 3, PER Port)

"Multihoming" provides Layer 3 diversity. When the agency has more than one EPVC to Provider Edge Router (PER) ports, they can order those ports to be diverse from each other. There are two options available: Switch Diversity and Central Office (CO) Diversity.

With multihoming, one arrangement can have up to six ports and all the ports in the arrangement are made diverse from each other. (One port per group.)

Multihoming Switch Diversity

The virtual circuits (EPVCs) in this type of multihoming group are provisioned on up to six (6) different PERs¹. Note that the PERs may be in the same central office. PER diversity does not guarantee that the PERs will be in different AT&T Central Offices.

Multihoming Central Office (CO) Diversity

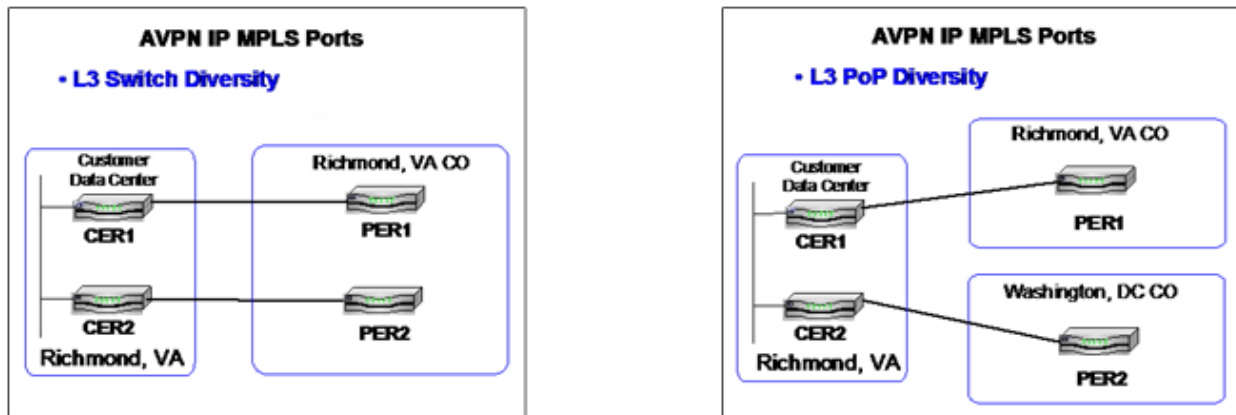
The virtual circuits (EPVCs) in this type of multihoming group are provisioned to PER ports in different Central Offices (usually different cities). A single PER or CO failure will not bring down all connectivity to a site. The advantage of this option is higher reliability but the disadvantage is potentially longer packet latency to reach a different central office. The links in a multihoming group with CO diversity will have a PER assigned from at most six (6) different CoS.. When designing diversity arrangements with three or more ports, the potential for substantial latency differences between ports exists. It may be advantageous to create multiple arrangements rather than group all ports in one arrangement.

Private Line Access ("IP Port")

Private line port ("IP port") diversity options work the same as the "multihoming" descriptions outlined above for Frame Relay access. The "MPLS IP Port Switch Diversity Option" functions the same as "Multihoming Switch Diversity Option" and the "MPLS Port PoP Diversity Option" functions the same as the Multihoming CO Diversity Option.

¹ Note that the term "switch" is used in the name of this feature but that is a misnomer since the device is a router (the "provider edge router" or "PER")

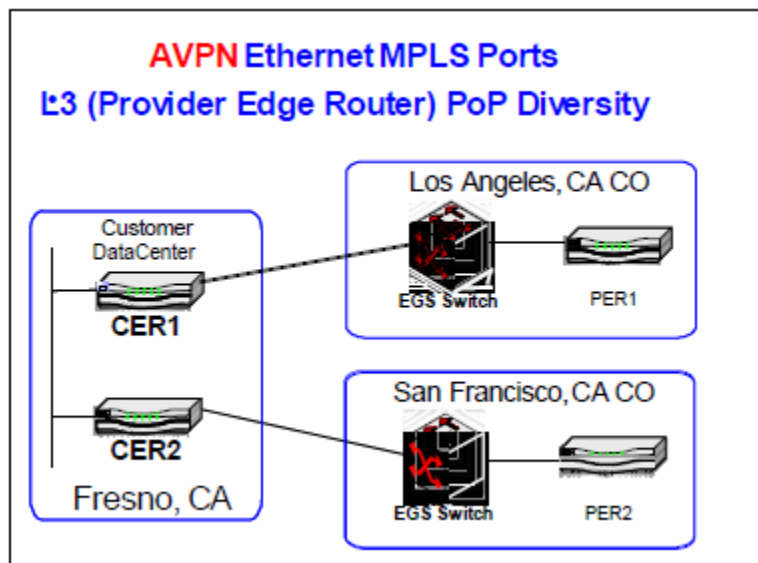
Note, there is no separate Layer 2 switch used with private line access ("IP ports").



US Ethernet Port/VLAN – (Only supported for POP Diversity option in US)

POP Diversity* (*Diversity at the Layer 3 Provided Edge (PE) MPLS router)

- Helps protect an agency's network in the event of a failure of an AT&T MPLS Provider Edge MPLS router at an AT&T POP.
- May include up to six mutually exclusive groups of Ethernet MPLS Ports. The total number of Ethernet MPLS Ports in each group may not exceed one.
- In the POP Diversity Option, AT&T will provision each group of Ethernet MPLS Ports to MPLS Provider Edge routers at a different AT&T POP or group of AT&T POPs. An Ethernet MPLS Port may not be included in more than one POP Diversity Option.



US Ethernet POP Diversity Scope

- Port and VLAN speeds supported:

- 1M, 2M, 3M, 4M, 5M, 6M, 7M, 8M, 9M, 10M, 20M, 30M, 40M, 50M, 60M, 70M, 80M, 90M, 100M, 150M, 200M, 250M, 300M, 400M, 450M, 500M, 600M, 700M, 800M, 900M, 1G - conditional upon pre-qualification with ESP

- Order Types Supported
 - New Starts
 - MACDs
 - Remove existing port from POP Diversity arrangement
 - Delete entire POP Diversity arrangement
 - Disconnect entire port w/ POP Diversity
 - Add New Port to an Existing POP Diversity Arrangement
 - Add one existing Port (to Group1 only) and (one or more new ports) to a New POP Diversity Arrangement
 - Supps/Cancel
- Order Type Limitations currently not supported in CI for POP Diversity
 - Add two or more existing Ports to a New POP Diversity Arrangement
 - Add Existing Port to an Existing POP Diversity Arrangement
 - Moves – Moving existing POP Diversity port from one existing POP Diversity arrangement to another existing POP Diversity arrangement

Caveats

CO/POP diversity can only be provided for like ports, i.e., diversity can be provided for two “IP MPLS Ports”.

All of the AVPN diversity options described above does not provide diversity for access or backhaul layer 1 facilities used for connectivity between Agency locations and AT&T VPN Service Elements.

Diversity assignments are automatic. The Agency is not provided the option of choosing the alternate port assignment locations.

Managed CSU-Probe Feature and Enhanced Reports

Under the AT&T VPN Managed Channel Service Unit (“CSU”)-Probe Feature, AT&T provides, configures, monitors, manages and maintains an AT&T-provided CSU-Probe at an Agency Site. The equipment consists of a CSU-Probe and other equipment, as necessary (e.g. an asynchronous modem) to manage and monitor the AT&T-provided CSU-Probe. The Managed CSU-Probe Feature does not include an Agency-owned equipment option.

AT&TVPNMANAGEDCSU-PROBESUPPORTEDPORTABLE	
Port Type	Speed and Protocol
AT&TVPN Frame Relay MPLS Ports	• T1/E1 T3/E3 and sub-rate T3/E3 port speed
AT&TVPN ATM MPLS Ports	• T3/E3 and sub-rate T3/E3 port speed
AT&TVPN IP MPLS Ports	• PPP on T1/E1 • NxT1/E1 with MLPPP up to 4 T1/E1s • PPP on T3/E3 and sub-rate T3/E3 speeds • Frame Encapsulation on T3/E3 and sub-rate T3/E3 speeds
AT&TVPN Ethernet MPLS Ports	• Port Speeds up to 100 Mbps • Higher Port Speeds up to 1 Gbps

The management demarcation point for AT&T VPN is the WAN port out of the CSU-Probe facing the CPE Router.

Service Level Agreements

General AVPN SLA Terms

AT&T has established performance objectives for AT&T VPN. While AT&T does not guarantee performance objectives, AT&T will provide credits to an eligible Agency when a performance objective is not met. If a SLA states that an Agency is eligible for an AT&T VPN SLA credit, this means that the Agency is eligible subject to the terms, definitions and any exclusions or limitations stated herein.

Definitions

- Covered AT&T VPN Monthly Charges means:
 - the monthly charges for an affected MPLS Port at the Agency Site,
 - the monthly charges for MPLS DSL Connections and MPLS DSL Ports (where expressly made applicable in an AT&T VPN SLA description) at an affected Agency Site, and
 - the monthly charges for Optional Features associated with the MPLS Port at an affected Agency Site, including charges for Class of Service or Managed CSU-Probe
- "Regions" for purposes of the AT&T VPN SLAs means the countries listed in the AT&T VPN SLA Regions Table.
- "Groups" for purposes of the AT&T VPN SLAs means the countries listed in the AT&T VPN Group Table.

AVPN SLA Region and Country Table

AVPN SLA REGION AND COUNTRY TABLE	
Region	Country
United States (US)	US

AVPN SLA Eligibility Table

Table 1
Eligibility for On Time Provisioning, Site Availability/Time to Restore and Network SLAs

Site Management Option		
SLA	Transport	Managed CSU-Probe
On Time Provisioning- New Starts	Yes	Yes
On Time Provisioning- Moves, Adds, Changes, Deletes (MACDs)	No	Yes
Site Availability/Time to Restore	Yes	Yes
Network Latency, Network Data Delivery, Network Jitter	Yes	Yes

Table 2
Eligibility for MPLS Port-to-MPLS Port, MPLS Site-to-MPLS Site SLAs

Site 1 - Management Option	Site 2 - Management Option
Transport	Managed CSU-Probe
Transport Port to Port	Port to Port

Notes:

- Port to Port™ means the AT&T VPN Transport MPLS Port-to-MPLS Port Latency and Transport-MPLS Port Data Delivery SLAs are applicable to both Site 1 and Site 2.
- Managed CSU-Probe Site to Site™ means AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Latency and MPLS Site-to-MPLS Site Data Delivery SLAs applicable to both Site 1 and Site 2.

SLA Exclusions and Limitations

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

- negligent conduct or misuse by Agency or Users of AT&T VPN;
- failure or deficient performance of power, equipment, inside wiring, services or systems not provided by AT&T;
- at sites supported by AT&T VPN Managed CPE, failure of (including failure by Agency to order, provision or support) the dedicated analog line connected to the AT&T VPN Managed CPE for out-of-band management and testing;
- Agency requested or caused delays or Agency's election to not release a Service Component for testing and/or repair;
- service interruptions, deficiencies, degradations or delays:
 - due to access lines or CPE not provided by AT&T;
 - due to use of the NetFlow Feature on the Agency premise router;
 - during any period in which AT&T or its agents are not afforded access to the premises where access lines associated with AT&T VPN are terminated or AT&T CPE is located;
 - during any period when a Service Component is removed from service by AT&T for maintenance or upgrade of the Service or a Service Component during a scheduled maintenance window or upon prior notice by AT&T,
 - during any period when a Service Component is removed from service by AT&T for replacement, rearrangement, or for the implementation of an Agency order; or
 - During any period when AT&T is unable to investigate and/or repair a trouble affecting a non-US Service Component due to the hours of operation of the local access provider in the country where An Agency reports the trouble.
- Force Majeure conditions.

If the same occurrence causes AT&T to fail to meet more than one SLA applicable to an Agency Site, The Agency is eligible to receive a credit under only one SLA.

An Agency may receive:

- Only one credit in any calendar month for a failure by AT&T to meet any of the Network Latency, Network Data Delivery and Network Jitter SLAs applicable in or between a Region;
- Credits for an affected Agency Site in a given month totaling no more than the total Covered AT&T VPN Monthly Charges for the Site that month.

AT&TVPNSLAs do not apply:

Agency 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 VPN SLAs for Transport MPLS Port-to-MPLS Port Latency and Transport MPLS Port Data Delivery, and Managed CSU-Probe MPLS Site-to-MPLS Site (Latency and Data Delivery) do not apply:

- to Sites where an Agency has ordered MPLS DSL Access Connections, ADSL Line Shared Connections, or MPLS DSL Ports; or
- To Sites accessing the Service using a Digital Satellite Connection, or International Long Line Extension.

AT&T VPN SLAs for Transport MPLS Port-to-MPLS Port Latency and Transport MPLS Port Data Delivery, and Managed CSU-Probe MPLS Site-to-MPLS Site (Latency and Data Delivery) do not apply:

- To Sites accessing the Service using an NNI, except that Managed Router MPLS Site-to-MPLS Site (Latency, Data Delivery, Jitter) apply in the following NNI countries: Denmark, Finland, Mexico, Norway, and Sweden.

Managed CSU-Probe MPLS Site-to-MPLS Site Latency and Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLAs do not apply:

- To AT&T VPN Managed CSU-Probe Sites or Site pairs not included in the single applicable VPN designated by an Agency for such SLAs.

AVPN On-Time Provisioning SLA

The performance objective for the AT&T VPN On-Time Provisioning SLA is to complete installation of a new AT&T VPN Service at a Site, including AT&T-provided access lines, by the applicable Due Date. If AT&T does not meet this performance objective, an Agency may elect one of the following remedies:

- cancel the order at no charge; or
- Receive a credit for one month of the discounted Covered AT&T VPN Monthly Charges for the Site that was not installed on time.

For AT&T VPN with Managed CSU-Probe, On-Time Provisioning SLA applies to the following physical MACDs:

- Add Managed CSU-Probe to a Site.
- Disconnect managed CSU-Probe from a Site.

The performance objective is to complete the above-listed physical MACDs by the applicable Due Date. If AT&T does not meet this performance objective, an Agency may receive a credit equal to 50% of the one time charge for the physical MACD.

If AT&T agrees to expedite an order for a Service Component, the AT&T VPN On-Time Provisioning SLA applies to the original Due Date provided by AT&T, not the expedited date.

Latency

AT&T provides AT&T VPN Latency SLAs for Network Latency, MPLS Port-to-MPLS Port Latency, and Managed CSU-Probe MPLS Site-to-MPLS Site Latency.

AVPN Network Latency

The performance objectives for the AT&T VPN Network Latency SLA are for the AT&T VPN Network Latency within Regions to be no greater than the latencies set forth in the AT&T VPN Network Latency Performance Objectives Table.

If AT&T does not meet this performance objective in a given calendar month, an Agency is eligible for an AT&T VPN Network Latency SLA credit equal to 1/30th of the Agency's total discounted Covered AT&T VPN Monthly Charges for Sites in the affected Region, or, if measured between Regions, for Sites in each Region or country that is part of the Region, for that month. If the measurement is between one Region to a portion of another Region (e.g., Asia Pacific to US West Coast) and AT&T does not meet the performance objective, the SLA credit shall be applicable to all Sites in each country of the Region (e.g., Agency's US East Coast Sites would be eligible for an SLA Credit if the Asia Pacific to US West performance objective is not met).

"AT&T VPN Network Latency" is a monthly measure of the AT&T network-wide delay within the Region, which is the average interval of time it takes during the applicable calendar month for test packets of data to travel between selected pairs of AT&T Network Nodes within the Region. Specifically, the time it takes test packets to travel from one AT&T Network Node in a pair to another and back is measured for selected pairs of AT&T Network Nodes in the Region over the month. Latency for the month is the average of these measurements. The AT&T VPN actual Network SLA results can be viewed at the AT&T BusinessDirect® web portal at <https://www.businessdirect.att.com/portal/index.jspby> accessing the AT&T Global Performance Reports.

AVPN LATENCY PERFORMANCE OBJECTIVES	
Region	Performance Objective
US*	37ms

* Measurements for the US Region includes Sites located within the US Mainland only, but will be used to determine credits for US Sites generally (including Alaska, Hawaii, Puerto Rico and the Virgin Islands).

A VPN Transport MPLS Port-to-MPLS Port Latency SLA

The performance objectives for the AT&T VPN MPLS Port-to-MPLS Port Latency SLA are for the AT&T VPN MPLS Port-to-MPLS Port Latency to be no more than the latencies set forth in the AT&T BusinessDirect® web portal at <https://www.businessdirect.att.com/portal/index.jspby> accessing the AT&T VPN SLA Target Lookup.

If an Agency reports that an MPLS Port pair does not meet the performance objective, AT&T's testing verifies that the MPLS Port pair does not meet the performance objective and AT&T fails to remedy the problem within thirty (30) calendar days, the Agency is eligible for an AT&T VPN MPLS Port-to-MPLS Port Latency SLA credit in an amount equal to 10% of the Agency's discounted Covered AT&T VPN Monthly Charges for the affected Sites.

"AT&T VPN MPLS Port-to-MPLS Port Latency" is the interval of time it takes for a test packet to travel from the ingress MPLS Port to the egress MPLS Port and back again, measured when the MPLS Ports are not being used to transmit any other data.

AVPN Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA

The AT&TVPN with Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA applies to AT&TVPN Managed CSU-Probe Sites in a single Agency-designed VPN. "AT&TVPN Managed CSU-Probe MPLS Site-to-MPLS Site Latency" is the interval of time it takes for a test packet to travel from the ingress MPLS CSU to the egress MPLS CSU and back again, measured when the MPLS CSUs are not being used to transmit any other data. The performance objective for the AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site

Latency SLA may be found at AT&T BusinessDirect® at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the AT&T VPNSLA Target Lookup.

When the AT&T VPN Unilink feature is used by the Agency to configure multiple VPNs, the Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA applies only when both Sites being measured are part of the same Agency-designated VPN.

If the Agency reports that a CSU-Probe-MPLS Site pair does not meet the performance objective, AT&T's testing verifies that the CSU-Probe-MPLS Site pair does not meet the performance objective and AT&T fails to remedy the problem within thirty (30) calendar days, the Agency is eligible for an AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA credit in an amount equal to 10% of the Agency's discounted Covered AT&T VPN Monthly Charges for the affected MPLS Sites.

AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site reports are not used for measurement or validation of AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Latency.

Data Delivery

AT&T VPN provides Data Delivery (Packet Loss) SLAs for Network Data Delivery, MPLS Port Data Delivery, and Managed CSU-Probe-MPLS Site-to-MPLS Site Data Delivery.

AVPN Network Data Delivery SLA

The performance objectives for the AT&T VPN Network Data Delivery SLA are for the AT&T VPN Network Data Delivery percentages within and between Regions to be no less than those set forth in the AT&T VPN Network Data Delivery Performance Objectives Table.

If AT&T does not meet this performance objective in a given calendar month, the Agency is eligible for an AT&T VPN Network Data Delivery SLA credit equal to 1/30th of Agency's total discounted Covered AT&T VPN Monthly Charges for the Sites in the affected Region, or, if measured between Regions, for Sites in each Region or country that is part of the Region, for that month. If the measurement is between one Region to a portion of another Region (e.g., Asia Pacific to US West Coast) and AT&T does not meet the performance objective, the SLA credit shall be applicable to all Sites in each country of the Region (e.g., Agency's US East Coast Sites would be eligible for an SLA Credit if the Asia Pacific to US West performance objective is not met).

The "AT&T VPN Network Data Delivery Percentage" for a Region is the average Data Delivery percentage for that month for all selected pairs of AT&T Network Nodes in the Region calculated by dividing Data Received by Data Delivered and multiplying by 100.

"Data Delivered" is the number of test packets of data delivered in a month by AT&T to an ingress router at an AT&T Network Node in a Region for delivery to an egress router at another specific AT&T Network Node in the Region.

"Data Received" is the number of such test packets of data that are actually received by the egress router at the other AT&T Network Node in the Region. The AT&T VPN actual Network SLA results can be viewed at the AT&T BusinessDirect® web portal at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the AT&T Global Performance Reports.

AVPN Network Data Delivery Performance Objectives Table

AVPN DAT A DELIVERY PERFORMANCE OBJECTIVES TABLE	
Within Region	Performance Objective
United States*	99.95%

*Measurements for the US Region includes Sites located within the US Mainland only but will be used to determine credits for US Sites generally (including Alaska, Hawaii, Puerto Rico and the Virgin Islands).

AVPN Transport MPLS Port Data Delivery SLA

The performance objectives for the AT&T VPN –Transport MPLS Port Data Delivery SLA are for the MPLS Port Data Delivery percentage for Agency's VPN to be no less than 99.9%. If an Agency reports that MPLS Port Data Delivery does not meet the performance objective, AT&T's testing verifies that AT&T does not meet the performance objective and AT&T fails to remedy the problem within thirty (30) calendar days, the Agency is eligible for an AT&T VPN MPLS Port Data Delivery SLA credit in an amount equal to 10% of the Agency's discounted Covered AT&T VPN Monthly Charges for two of the affected Sites.

The MPLS Port Data Delivery percentage is calculated by dividing Data Received by Data Delivered during AT&T's testing and multiplying the result by 100.

"Data Delivered" is the total number of packets of data transmitted to all MPLS Ports in an Agency's VPN.

"Data Received" is the total number of packets of data received by all MPLS Ports in an Agency's VPN.

AVPN Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA

The performance objective for the AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA is for Data Delivery during a test to be at least 99.8%. AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery is measured from the Managed CSU-Probe at one Site to the Managed CSU-Probe at the other Site.

Data Delivery is calculated by dividing Data Received by Data Delivered during a test and multiplying by 100.

- "Data Delivered" is the number of test packets of data delivered by AT&T to an ingress Managed CSU- Probe for delivery to another egress Managed CSU-Probe.
- "Data Received" is the number of test packets of data that are actually received by the egress Managed CSU-Probe.

When the AT&T VPN Unilink feature is used by the Agency to configure multiple VPNs, the AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA applies only when both Sites being measured are part of the same Agency-designated VPN.

If the Agency reports that AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery does not meet the performance objective, AT&T's testing verifies that AT&T does not meet the performance objective and AT&T fails to remedy the problem within thirty (30) calendar days, the Agency is eligible for an AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA credit in an amount equal to 10% of the Agency's discounted Covered AT&T VPN Monthly Charges for the two affected Sites.

AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site reports are not used for measurement or validation of AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery.

Jitter

AT&T VPN provides Jitter SLAs for Network Jitter and Managed Router MPLS Site-to-MPLS Site Jitter.

AVPN Network Jitter SLA

The performance objective for the AT&T VPN Network Jitter SLA is for AT&T VPN Network Jitter in a given month to be no more than the jitter set forth in the AT&T VPN Network Jitter Performance Objectives Table.

If AT&T does not meet this performance objective, the Agency is eligible for an AT&T VPN Network Jitter SLA credit equal to 1/30th of the Agency's total discounted Covered AT&T VPN Monthly Charges for the Sites in the affected Region, or, if measured between Regions, for Sites in each Region or country that is part of the Region, for that month. If the measurement is between one Region to a portion of another Region (e.g., Asia Pacific to US West Coast) and AT&T does not meet the performance objective, the SLA credit shall be applicable to all Sites in each country of the Region (e.g., Agency's US East Coast Sites would be eligible for an SLA Credit if the Asia Pacific to US West performance objective is not met).

"AT&T VPN Network Jitter" is a monthly measure of the AT&T Network-wide IP packet delay variation within the applicable Region, which is the average difference in the interval of time it takes during the applicable calendar month for selected pairs of test packets of data in data streams to travel between pairs of AT&T Network Nodes in the Region. Specifically, the difference in time it takes a selected pair of test packets in a data stream to travel from one AT&T Network Node in a pair to another is measured for selected pairs of AT&T

Network Nodes in the Region over the month. One of the test packets in the selected pair will always be a packet in the data stream that takes the least time to travel from one AT&T Network Node in a pair to another. VPN Network Jitter for the month is the average of these measurements. The AT&T VPN actual Network SLA results can be viewed at the AT&T BusinessDirect® web portal

at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the AT&T Global Performance Reports.

AVPN Network Jitter Performance Objectives Table

AVPNNETWORKJITTERPERFORMANCEOBJECTIVESTABLE	
Within Region	Performance Objective
United States*	1.0 ms

**Measurements for the US Region includes Sites located within the US Mainland only but will be used to determine credits for US Sites generally (including Alaska, Hawaii, Puerto Rico and the Virgin Islands).*

AVPN Site Availability/Time to Restore SLA

The performance objective for the AT&T VPN Site Availability/Time to Restore SLA is for the AT&T VPN Site Availability to be 100%. AT&T VPN Sites MPLS DSL Access Connections, MPLS ADSL Line Shared Connections and MPLS DSL Ports also qualify for this SLA using the DSL credit schedule specified below. If AT&T does not meet this performance objective, the Agency is eligible for an AT&T VPN Site Availability/Time to Restore SLA credit for each outage equal to the Agency's total discounted Covered

AT&T VPN Monthly Charges for the affected Sites, multiplied by a percentage based on the duration of (Time to Restore)the outage, as set forth in the AT&T VPN Site Availability/Time to Restore SLA Credit Table in accordance with the Country Groups shown in the AT&T VPN Site Availability/Time To Restore SLA Country Group Table. Sites where the Agency has ordered the AT&T VPN Managed Router Feature may be eligible for an alternative credit structure depending on the AT&T VPN Managed Router Feature resiliency option implemented at the Site. The Site Availability/Time to restore alternative credit structure available for Sites with the Managed Router Feature may be found at AT&T BusinessDirect.

at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the AT&T VPN SLA Target Lookup.

“Outage” means an occurrence within the AT&T Network (including AT&T VPN Managed CPE) and/or the AT&T-provided access results in the inability of the Agency to transmit or receive IP packets for more than one minute.

Measurement of an outage for SLA credit purposes begins when a trouble ticket is opened by AT&T Customer Care and the Agency releases the affected Service Component(s) to AT&T (when it is necessary for AT&T to diagnose and/or restore a Service Component into use) and ends when AT&T Customer Care makes its first attempt to notify the Agency that the problem has been resolved and the Service Components are restored and available for the Agency to use.

Outage time shall exclude time that is outside of the standard operating hours of the local access provider used by AT&T for the affected Agency Site.

AVPN Site Availability/Time to Restore SLA Credit Table

AVPN SITE AVAILABILITY/TIME TO RESTORE SLA CREDIT TABLE		
Time to Restore		
<i>than:</i>		
1 min	1 hr	3.30%
1 hr	2 hrs	3.30%
2 hrs	3 hrs	10.0%
3 hrs	4 hrs	10.0%
4 hrs	5 hrs	25.0%
5 hrs	6 hrs	25.0%
6 hrs	7 hrs	25.0%
7 hrs	8 hrs	25.0%
8 hrs	9 hrs	25.0%
9 hrs	10 hrs	50.0%
10 hrs	11 hrs	50.0%
11 hrs	12 hrs	50.0%

AVPN SITE AVAILABILITY/TIME TO RESTORE SLA CREDIT TABLE		
Time to Restore		
<i>than:</i>		
12 hrs	13 hrs	50.0%

13 hrs	14 hrs	50.0%
14 hrs	15 hrs	50.0%
15 hrs	16 hrs	50.0%
16 hrs	17 hrs	50.0%
17 hrs	18 hrs	50.0%
18 hrs	19 hrs	100.0%
19 hrs	20 hrs	100.0%
20 hrs	21 hrs	100.0%
21 hrs	22 hrs	100.0%
22 hrs	23 hrs	100.0%
23 hrs	24 hrs	100.0%
24 hrs	36 hrs	100.0%
36 hrs	48 hrs	100.0%
48 hrs	72 hrs	100.0%
72 hrs	>72 hrs	100.0%

14.1 AVPN with AT&T Managed Router Solutions (MRS) Service

The Managed Router Solutions (MRS) Service component is a complete wide area network (WAN) solution, designed for Agencies with basic or specialized networking needs. From architecture, design and engineering through implementation and lifecycle management, AT&T's MRS Service lets Agencies manage their core businesses free from day-to-day network worries.

MRS Service Description

MRS consists of five main management functions.

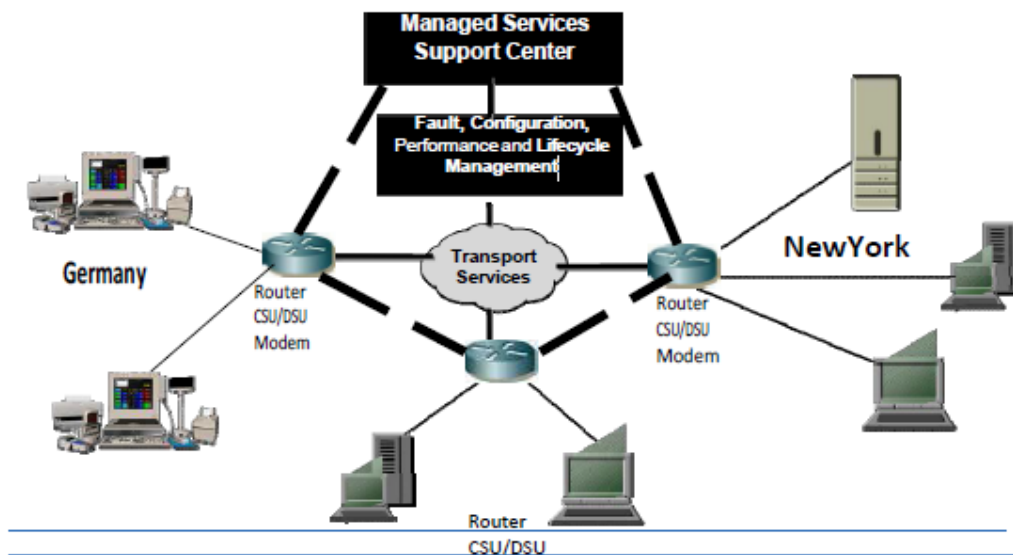
- 1) **Architecture Validation.** On new installs for AT&T provided or Customer Equipment (formerly Customer Owned Equipment), AT&T engineers will evaluate the agency's existing network, including:
 - Identifying current hardware, software and transport systems
 - Reviewing current network traffic patterns and performance levels
 - Developing a plan to correct any existing conditions that negatively impact network performance or management
- 2) **Design and Engineering.** AT&T's networking engineers will develop and review a complete WAN solution designed to meet the agencies networking needs, including:
 - Recommending the appropriate Committed Information Rate (CIR), network access connection speeds and Permanent Virtual Channel (PVC) requirements for current needs and future growth
 - Determining the necessary Customer Premises Equipment (CPE) for each site
 - Identifying the physical and logical equipment configurations
- 3) **Installation and Implementation.** An AT&T Project Implementation Manager (PIM) will develop an implementation plan and, work with the agency to oversee installation activities, including:
 - Procuring CPE and coordinating transport services
 - Installing CPE hardware and software at each site

- Configuring all installed equipment
 - Performing network validation testing to confirm that connected sites can communicate with each other and with the appropriate AT&T Global Customer Support Center (GCSC).
- 4) **Operations Management.** AT&T's Global Customer Support Center monitors an Agency's wide area network (WAN) continuously, and performs the following services:
- Testing hardware and transport components to confirm proper operation
 - Gathering operational statistics for performance and management reports
 - Fault identification, resolution and reporting
 - CPE maintenance and software updates
 - Acting as the single point of contact for the customer
- 5) **Lifecycle Management.** The GCSC also handles ongoing configuration requirements of an Agency's network, including such services as:
- Network performance reports for a customer's view of AT&T network management
 - Tracking and administering changes to the CPE and transport configurations
 - Reloading CPE and transport configurations, if needed
 - Performing software updates
 - Performing moves, adds, changes or deletes (MACDs) related to hardware or protocol changes, software upgrades or site additions, deletions or moves.

MRS Service includes the following CPE, whether supplied and owned by AT&T or as part of the Customer Equipment (Customer Owned Equipment) option:

- Cisco and Juniper Routers
- Out-of-band management access or dial backup modems
- Software

The following diagram illustrates how AT&T's Managed Router Services offering functions.



AT&T MRS Service provides an Agency with a state-of-the-art, fully managed network service that combines network design and installation, fault identification and resolution, ongoing maintenance, and management of AT&T provided or Customer Provided CPE tailored to the customer's site requirements. This provides a high-quality network that delivers consistent performance that can be measured through an online reporting tool. IPv6 (both dual stack and native) is currently on AT&T's Plan of Record for MRS and is not supported by the AT&T MRS Global Customer Support Center (GCSC).



Feature Matrix for the managed Router Solutions

MRS Router Matrix

STANDARD FEATURES	REPLACED BY ASR1002 9/2010									
Router Model	1841	2801	2811	2821	2851	3825	3845	7206VXR (400)	7206VXR (G1)	7304
Site Type	Hub/	Hub/	Hub/	Hub/	Hub/	Hub/	Hub/	Hub/	Hub/	Hub/
Line Speed Included in package Protocols	up toT1/E1 IP	up toT1/E1 IP	up to4xT1 IMA IP	up to4xT1 IMA IP	up to4xT1 IMA IP	up toT3 (ATM and PPP) IP	up toT3 (ATM and PPP) IP	up to OC3 IP	up to OC3	up toOC3, Gig E IP 4GE (SFPs)
LAN Connections WAN Connections Serial Connections	2FE (2-10/100) 2 0	2FE (2-10/100) 2 0	2FE (2-10/100) 2 0	2GE (2-10/100/1000) 2 0	2GE (2-10/100/1000) 2 0	2GE (2-10/100/1000 1 potential fiber) 2 0	2GE (2-10/100/1000 1 potential fiber) 2 0	2FE (2-10/100) 1 0	IP 3GE (3-10/100/1000 3 potential fiber) 1 0	Required for 1000BaseTor fiber) 1 0
Options Available	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
• Network Addr Trans Protocols - Additional(IPX,	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
• SNA and/or BGP) LAN Ports (additional) WAN/Serial Ports (add'l)*	No	No	No	No	No	Yes (2)	Yes (2)	Yes (4)	Yes (4)	Yes (4)
• ISDN BRI	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
• ISDN PRI HSSI	Yes (1)	Yes (1)	Yes (4)	Yes (8)	Yes (8)	Yes (8)	Yes (8)	Yes (8)	Yes (8)	No
• Fast Ethernet 4xT1 IMA	No	No	No	Yes	Yes(2)	Yes(4)	Yes(4)	Yes(8)	Yes(8)	No
• 8xT1 IMA DS3/OC3ATM	No	No	No	No	No	Yes	Yes	Yes	Yes	No
• DS3/Frame Relay Clear Channel HS Port	incl./NC	incl./NC	incl./NC	incl./NC	incl./NC	incl./NC	incl./NC	incl./NC	incl./NC	Yes
	No	No	Yes	Yes	Yes	Yes	Yes	No	No	No
	No	No	No	No	No	No	No	Yes	Yes	No
	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes
				No	No					
	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes



Standard Features

MRS Service is feature rich in services. The following are considered a part of the Managed Router Solution.

Management Features

Network Design and Engineering. AT&T designs an Agency's network topology, applications, connectivity, projected traffic flows and performance based upon the information and performance requirements supplied by the customer.

Timely Implementation. A designated AT&T PIM works closely with the customer to provide a timely and successful installation process, from developing the project schedule through site installation, testing and Turn Up.

24 x 7 x 365 Network Monitoring and Management

AT&T monitors an Agency's network continuously, resolving any problems that may occur as quickly as possible and eliminating costly downtime. Standard operations management services include:

- Proactive network testing and using Simple Network Management Protocol (SNMP) techniques in-band and out-of-band
- Isolating, diagnosing and resolving AT&T related transport and CPE faults
- Referring non-AT&T CPE and transport problems to the customer or their designated service provider
- CPE maintenance is provided 24 x 7 x 4 for locations where this level of service is available, or at the best available level of service where 24 x 7 x 4 is not available.

Single Point of Contact. Agencies can contact the Global Customer Support Centers (GCSC) at any time through a single toll-free number. The GCSC technician that an Agency talks to, assumes ownership of any reported problem, taking whatever steps are necessary to resolve it and providing an Agency with hourly updates until the problem is solved.

Web-Based Management Access. Every MRS customer has access to an online management tool, Managed Services Customer Portal, that allows them to perform various activities. The activities available to Agencies through online tools include:

- Track site installation and configuration
- Viewing a network map with resource status information
- Access performance and management reports
- Submit moves, adds, changes and deletes
- Monitor trouble ticket resolution

Performance and Management Reports. Several reports are provided in HTML format for an Agency to view at any time through AT&T's website. These reports include:

- Router Information Detail
- Router Performance
- LAN Ports

Consolidated Billing. MRS, just like all other AT&T Managed Network Services, can be invoiced alongside AT&T transport services on a single, consolidated bill upon request. Charges for each service are clearly itemized, so Agencies can have confidence in its accuracy.

Service Level Agreements. AT&T provides some of the most comprehensive Service Level Agreements (SLAs) in the industry for MRS including:

- Monthly reporting of performance standards
- Proactive credits issued quarterly for failure to meet those standards
- Worldwide support (with some slight variance in performance levels, depending on the country)
- On-Time Provisioning
- Site Availability
- Time to Restore

If AT&T fails to meet these standards, Agencies receives a credit.

Performance Commitments

The MRS Service Level Agreement has four components, outlined in the following table.\

OPTION	MEASUREMENT	COMMITMENT*	CREDIT*
On-Time Provisioning	Site Installation and Enablement	100% Completion of Total Number Of Sites On a Per Site Basis	50% Of Installation Charge**
Site Availability	Individual Site Availability	99.0% w/o Backup 99.6% w/ISDN Backup % Dual Leased Lines – Single Router % Dual Leased Lines – Dual Routers	Progressive Credit(s)Of Site Router Package Fee: Month 1 – 10% Month 2 – 15% Month 3 – 25% Month 4 – 50% Month 5 – 100%
International	See Country List in the Service Level Agreement		
Time to Restore	Time to Restore With And Without Dispatch	< 4 Hours	10% Site Router Package Fee***

* SLA Credits are applied based on the Managed Site Router charge.

** No credits will be issued in the event the installation charge is waived. Credits for reduced installation charges will be based on the reduced installation charge, not the full charge.

*** Time to restore Credit at the Customer's Enterprise level is paid only when Site Availability is missed; it is additive to the Site Availability Credit. For example, if all sites meet the required Site Availability Metric, but Time to restore is missed, no credits will be issued. If Site Availability is missed for a particular site AND Time to Restore is missed, both the Site Availability and Time to Restore Credits will apply, subject to the 100%of Monthly Management Fee limitation.

In no event will credits to the Agency for a site, either alone or in combination with other credits AT&T may issue to the Agency, exceed more than one hundred (100) percent of the service charges for such Qualifying Site in any given month.

Customer Eligibility

Agencies are eligible for these Service Level Agreements (SLAs) at no extra cost if they meet the following requirements:

- All customer sites use AT&T managed transport (Third Party Transport do NOT qualify for SLAs)
- Customer sites will be included in the monthly measurements for Mean Time To Repair (MTTR) Site Service levels after the first site is installed one full calendar month.
- Customer sites are managed by one of the AT&T Global Customer Support Centers
- All router configurations are managed exclusively by a AT&T Global Customer Support Center
- Customer sites have been tested and accepted by AT&T Managed Services personnel
- Each router console port has an attached external modem that can be dialed from a network management station for troubleshooting purposes. The modem is dedicated to out-of-band network management and accessible at all times.
- Each hub site has a management PVC to the Global Customer Support Center. If the hub site has dial backup via PRI ISDN service, diverse access is required. Each hub site is equipped with at least one ISDN dial backup connection for every five sites.
- Customer Premises Equipment (CPE) is managed and maintained by AT&T
- CPE is compliant with AT&T hardware and software engineering standards
- The customer must subscribe to a 7 x 24 x 4 maintenance agreement where geographically available, otherwise deferred maintenance time shall take effect
- The implementation schedule will be based on mutually agreed upon dates between the customer and AT&T and does not apply to expedites

15.0

AT&T NetBond

AT&T NetBond

AT&T's cloud network enablement technology, known as AT&T NetBond, enables enterprise grade cloud solutions by aligning AT&T's patented networking technology with Cloud Solution Providers (CSP). The AT&T NetBond infrastructure is tightly woven into the AT&T network and is open through application programming interfaces (API), providing Agencies the ability to extend their private cloud securely through Multi-Protocol Label Switching Virtual Private Networks (MPLS VPN) to utilize on-demand cloud services.

AT&T NetBond – Service Description

Using a simplified customer ordering interface, AT&T NetBond Service provides a private virtual IP network connection between a supported cloud computing resource and a supported VPN Service using Virtual Network Connections (VNCs) provided by AT&T.

AT&T NetBond uses patented AT&T technology that enables seamless integration of an Agency's AT&T multiprotocol label switching (MPLS) VPN with AT&T cloud services and other third party CSP's offerings. This solution enables the cloud to appear as another endpoint on the Agency's MPLS VPN network, making the cloud computing resource accessible to and/or from any other customer site on its VPN, without the need to use the Internet.

AT&T NetBond – Service Platform

The AT&T NetBond Platform uses patented AT&T technology that seamlessly connects a customer's existing AT&T MPLS VPN service to a cloud resource (CSP, SaaS provider, etc.). As part of its overall cloud strategy, AT&T has established alliances with industry-leading cloud solution providers, enabling customers to extend their AT&T MPLS VPN to third party cloud resources so both resources are viewed as "one environment." The cloud resource appears as if it were an end-point on the customer's existing MPLS network. When compared to the public Internet, this access method offers quality, performance, reliability, security and control that Agencies require.

AT&T NetBond – Service Platform Components

The AT&T NetBond Platform consists of three fundamental parts:

- **Infrastructure Router** – This is a special purpose router that is tuned to the needs of supporting network-attached Cloud Compute Infrastructures
- **Intelligent Routing Service Control Point (IRSCP)** – This Intelligent Route Reflector acts as the NetBond Control Plane for the infrastructure router and is used to link the AT&T NetBond Control Plane to the existing MPLS VPN Service Control Plane
- **Network Orchestrator** – This is patented AT&T network intelligence that enables the dynamic management and control of the Infrastructure Router and IRSCP so that network capabilities can be added/removed in real time, consistent with the needs of cloud applications.

As Figure 1.4.13.x.1 shows below, the standard AT&T NetBond solution is a diverse configuration with logical separation, i.e. a pair of routers handing off 10Gb interfaces with VLANs to the CSP.

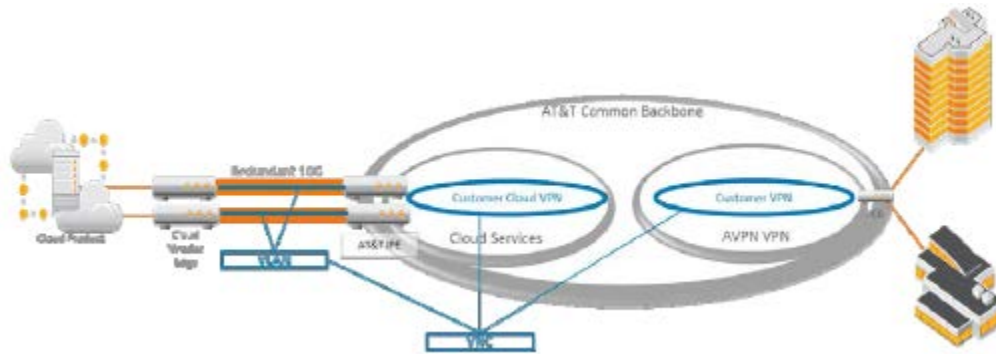


Figure 1.4.13.x.1: AT&T NetBond provides diversity and logical separation of Agency traffic.

The AT&T NetBond platform resides on the same underlying multiprotocol label switching MPLS network as the customer's VPN endpoints. As a result, the AT&T NetBond-enabled compute resource is like having another site on an Agency's private VPN network. The edge of AT&T's cloud network is referred to as the Infrastructure Provider Edge. Infrastructure Provider Edge routers are installed in high-availability pairs and are physically and logically connected to the third party cloud resource routers. The IRSCP is patented AT&T technology that integrates routing between the AT&T NetBond Platform and AT&T MPLS VPNs.

Thus, the AT&T IPE router can advertise routes it receives from the third party cloud resource into the AT&T MPLS VPN (and vice versa). This represents the control plane path of the AT&T NetBond solution. The routing of traffic from an IPE router to a PE router, i.e. data plane, is no different than how traffic is routed between any two standard MPLS VPN locations. Just like normal MPLS VPN traffic, packets between any location and cloud services are label switched in a direct end-to-end path. Similar routing and security measures implemented in the AT&T MPLS VPNs also apply to the IPE routers.

AT&T NetBond – Orchestration

AT&T NetBond is designed to enable dynamic network orchestration while preserving the security characteristics of an MPLS VPN service. AT&T NetBond handles the network orchestration provisioning and configuring for the MPLS VPN and LAN transport. The CSP provisions and configures the VLAN in their infrastructure and the cloud service (e.g. VMs). The customer maintains control over which cloud resources are connected to their MPLS VPN via AT&T NetBond.

AT&T NetBond Orchestration – Service Management

Service creation for AT&T NetBond is controlled by the customer. The orchestration is different depending on the CSP. Through the AT&T Cloud Services portal, the customer creates a Virtual Network Connection (VNC) by identifying:

- the VPN that they wish to connect to a cloud service via AT&T NetBond
- the cloud resource and its location to which they want to connect
- their AT&T NetBond minimum bandwidth commitment for billing purposes

A VNC is a virtual container that ties together the customer's selected VPN to their NetBond connection. In essence, a VNC establishes a virtual port on a customer's VPN, providing access to the CSP.

The customer may create one or more Virtual Local Area Networks (VLANs) within the VNC by provisioning each VLAN to the VNC and supplying IP address space for that VLAN to utilize. The ability to add multiple VLANs provides flexibility for customers to segment traffic for those CSP that offer multiple services requiring logical separation. Once a VLAN assignment is made, a logical connection is established between the AT&T infrastructure router and the CSP's edge equipment. By building a VLAN in a VNC, a bond is created for the customer between their VPN, AT&T NetBond and the cloud resource. A VNC is a virtual port on a customer's VPN providing access to a CSP. A customer can have multiple VNCs per their VPN; enabling connectivity to multiple clouds.

The Network Orchestrator configures the infrastructure router with necessary network characteristics, including the VLAN identifiers referenced above. It also configures the infrastructure router and IRSCP Route Reflectors for integration into the customer's MPLS VPN routing. This enables both reachability with the CSP and the trading of routes between the customer's MPLS VPN and AT&T NetBond. All routing integrated through this process is tied to unique Virtual Routing and Forwarding (VRFs) instance maintaining a customer's AT&T NetBond and MPLS VPN routes separate from any other customer's environment. VLAN separation also keeps customer traffic separated across the physical hand-off between the AT&T NetBond infrastructure router and the CSP's edge.

Once the network orchestration is performed, the AT&T NetBond connection to the CSP is complete. Each CSP will have its own portal or processes that the customer will engage to enable the advertisement of specific IP subnets for applications and services. As that enablement occurs, the CSP will begin advertising routes to the AT&T infrastructure router that the customer has requested. Depending on the specific cloud provider, the advertisement may be dynamic via BGP peering or orchestrated static routes utilizing AT&T APIs to communicate the required routes.

AT&T NetBond – Network Security

AT&T NetBond network security characteristics are based on MPLS and VLAN technology coupled with innovative orchestration. AT&T provisions and configures the orchestration of the customer's network (MPLS VPN and LAN) and the CSP provisions and configures the VLAN into the customer's cloud environment (VMs, etc.).

When the customer orders AT&T NetBond, they designate an administrative contact to manage the service for their company. AT&T assigns the designated contact a customer ID and credentials and applies two-factor authentication to login to the AT&T Cloud Services portal. When a designated contact logs in, the system presents only the MPLS VPNs that belong to the customer by pulling records only associated with that customer from AT&T's provisioning database. Orchestration then pulls detailed MPLS VPN information from the database, such as MPLS route targets, and assigns a cloud VRF ID and a VLAN ID, and instructs the configuring of the IRSCP, and infrastructure provider edge routers with the MPLS VPN service parameters, cloud VRF and VLANs specific to the customer. AT&T uses the same internal management, monitoring and network security mechanisms for AT&T NetBond as it uses for the MPLS backbone and MPLS VPN services.

The networking information is passed via API to the CSP to provision its side of the VLAN and connectivity to the VMs or application services. AT&T authenticates the requested connection to the CSP using a Service Key that is tied to the customer account on the CSP's end. Both AT&T and the CSP authenticate

the customer locally and to the CSP's cloud environment during orchestration (via the API). The customer remains in full control of both ends via the portals.

AT&T NetBond – Infrastructure Redundancy

AT&T NetBond infrastructure is deployed in a model intended to deliver a highly available and redundant solution. AT&T NetBond is deployed using a redundant IPE model to every CSP. The redundancy built into AT&T NetBond infrastructure includes redundant routers on both the CSP and AT&T sides of the meet-me interface. That interface, or nx10G fiber cross-connect, is delivered over diverse pathways within the CSP data center to avoid a single point of failure within the CSP data center. From the AT&T dual routers, or IPEs, redundant uplinks connect to the AT&T MPLS Network backbone. The delivery of the uplinks may utilize a variety of transport mechanisms, including point-to-point and ring architectures.

Recovery for failures in the infrastructure occurs at several layers depending on the uplink delivery models. For failures in the uplinks where ring and other self-healing architectures are used, the transport will heal and restore a faulted path when possible. If healing of the transport is not possible convergence over uplinks utilizes a combination of layer 3 routing protocols to route around the failed path utilizing the redundant uplink. Failures in IPE or CSP edge devices or the meet-me interface utilize layer 3 protocols provide detection capability for outages and automatically route around failures to the back-up redundant pathway.

The redundancy and dynamic routing capability at every point in the AT&T NetBond infrastructure results in a highly available architecture.

16.0

AT&T Content Delivery

Network Services

AT&T Content Delivery Network

AT&T Content Delivery Network (ACDN) is a solution suite, available to Federal Government Agencies in the U.S. only, that helps website, ecommerce, software and video portals increase Agency satisfaction, increase the time a user spends on your site, and leads to increase user spend. Content can be delivered worldwide. To achieve this, ACDN offers premier content delivery, application acceleration, mobile optimization, and security services to businesses serving end users on broadband, mobile, wi-fi, and Intranet connections. ACDN also offers value added services providing data and transaction security, advertising solutions, and facilitated IPv6 migration paths. Together, this suite offers more efficient content delivery to virtually any device, faster application and web site performance, improved security and DNS services, and a complete user portal for managing routing, rules, edge computing, and access.

ACDN consists of a complete suite of services, typically bundled under three non-trademarked names: AQUA, KONA, and TERRA. These bundles contain features and services that offer standard CDN services, delivering images and video faster through the use of caching nodes placed strategically in locations close to end users, eliminating the need for each user's request to traverse the network all the way to the original server hosting the content, and back again.

The new iteration of ACDN also includes a substantial set of new value-added features and services, improving the web, mobile, and application experiences for end users in a variety of ways.

- **Mobile Optimization (AQUA ION)** recognizes the network type employed by the end user, along with the type of mobile device, and uses that information to optimize the delivery of content and media experiences accordingly
- **Web Site Acceleration** uses network technology and caching to facilitate delivery of small objects of code – JavaScript, CSS, etc. – that results in faster page rendering and site readiness
- **Dynamic Site Acceleration** uses network technology to facilitate delivery of dynamic or personalized data, allowing e-commerce, social media, financial, and time-sensitive data to be delivered more rapidly, providing a more satisfying web experience for end users
- **HD Live and On-Demand Streaming Video** now allows Content Providers to stream Flash 4.5, Smooth Streaming, iOS HLS, Windows Media, and more, in HD quality, securely and with Adaptive capabilities for many mobile devices, *providing* the best format and video quality for the device on the available network

ACDN solves a large number of the issues and concerns voiced both by end users and by the operators of web properties delivering e-commerce, rich media, video, personalized information, financial transactions, dynamic applications, global reach, social media, audio services, spike-sensitive web experiences, and sites/apps targeting mobile users first and foremost.

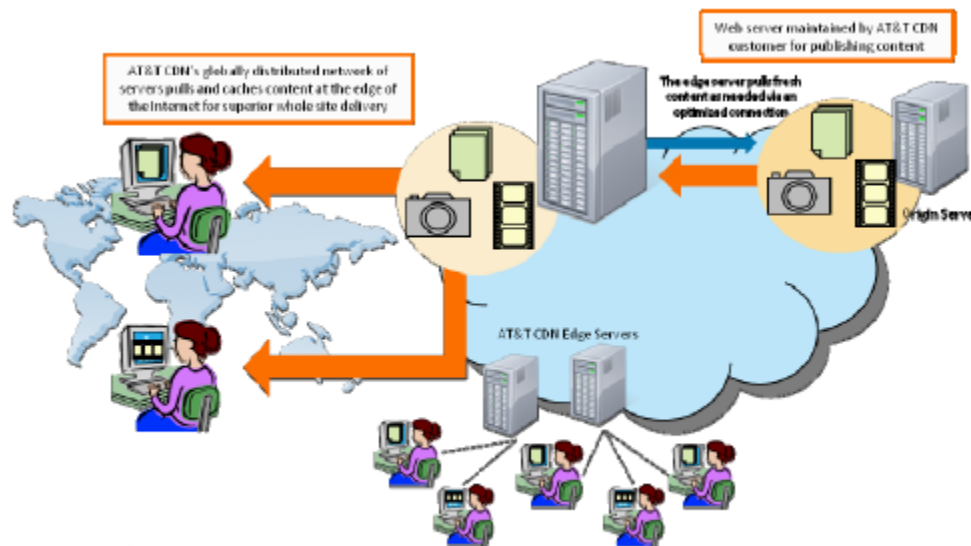


Figure 1: AT&T CDN Process

ACDN comprises of the following components:

- **ACDN Nodes**—consist of multiple servers around the country and around the world, engineered to minimize single points of failure. We use multiple servers within a single node and across multiple nodes. If a server fails or becomes congested, the network is designed to continue to distribute your traffic from another server in either the same node or a different one.
- **Advanced Routing Architecture**—routes traffic to the service node that is best able to handle a request using intelligent DNS mapping. The system bases the routing decision on the topologically nearest node, as well as on the anticipated load on the ACDN servers.
- **Publishing Server Complexes**—include locations where ACDN receives your live and on-demand streams from media origin servers.
- **ACDN Customer Portal**—gives you online tools to view and control your media content. The portal provides timely performance reporting and customer service tools that allow you to submit tickets, place orders, or review billing. In addition, you get alerts, provisioning information, cache purge and preload controls, webcast setup capabilities, and VoD file management. The tools on the portal help you control your service, manage your costs, reduce complexity, optimize collaboration, and maintain continuity.

The following options are available with ACDN:

- **Token Authentication Module**—offers extra security, for a fee, for services including HTTP large and small object and FMS streaming. Using this technology, you can create a private key that you use to pass certain dynamically created, encrypted values to ACDN via the URL string. ACDN servers then use these values to grant or deny the file download request.
- **Secure Sockets Layer (SSL) Options**—use the cryptographic protocol SSL to encrypt segments of network connections at the Transport Layer. SSL is typically used to create secure HTTP

connections (called HTTPS connections) which are often used for payment transactions across the web and for sensitive transactions in corporate information systems.

- Timely Statistics and Advanced Reports—provide up-to-date usage data, including current bandwidth, bandwidth and connections over time, current purge and load queue lengths, and storage usage gauge.

AQUA

Aqua Ion includes access to the AT&T CDN and site acceleration services, which include one or more of the following features: pre-fetching; route optimization; or transport protocol optimization.

KONA

Kona Site Defender is designed to improve the security posture of Agency Websites and reduce the likelihood and impact of security events by mitigating attacks at the AT&T CDN edge. Kona Site Defender includes configurable functionality designed to help protect Agency Websites by reducing the risk and impact of attacks at the network and application layers. It provides request rate control protections to mitigate the risk of DoS and DDoS as well as common attack methodologies such as SQL Injection, Cross-Site Scripting, Trojan backdoors, and malicious bots. It provides tools that enable the definition and enforcement of security policy specific to client IP, HTTP method and other request parameters. Kona Site Defender also provides protection from burst charges associated with unexpected or malicious traffic spikes. Kona Site Defender includes Web Application Firewall, Origin Cloaking, Site Failover, Access Control, Security Monitor and DDoS Fee Protection.

TERRA

Terra Alta Enterprise Accelerator (“Terra Alta” or “Alta”) includes access to AT&T CDN’s SSL network for secure content delivery; provisioning of one of the following SSL Network Access Digital Certificates: Wildcard or SAN; access to AT&T CDN Application acceleration service, which in turn includes one or more of the following features: object pre-fetching, route optimization, transport control optimization and edge load balancing for up to two (2) physical locations. In addition, Alta provides entitlement to use Global Traffic Management service with weighted load balancing for the same two (2) physical locations used with edge load balancing.

- Terra Alta with Kona Site Defender
- Terra Alta with Kona Site Defender (“Alta with Kona Site Defender”) includes access to Terra Alta and Kona Site Defender services.
- Terra Alta with Session Accelerator
- Terra Alta with Session Accelerator (“Alta with Session Accelerator”) includes access to Terra Alta and Session Accelerator services.

Web Application Accelerator

Web Application Accelerator (“WAA”) includes access to AT&T CDN’s SSL network for secure content delivery; provisioning of one of the following SSL Network Access Digital Certificates – Standard (Single hostname), Wildcard, SAN or Third Party; and access to the AT&T CDN Application acceleration services, which, in turn, includes one or more of the following features: pre-fetching, route optimization and transport control optimization. HTTP/HTTPS traffic includes all HTTP methods.

IP Application Accelerator

IP Application Accelerator("IPA")includes access to AT&T CDN IP Acceleration; and access to AT&T CDN Application acceleration services, which include one or more of the following features: route optimization, transport protocol optimization, dynamic mapping, forward error correction and dynamic packet replication.

Customer Support and Consulting

There are three levels of customer support and consulting – 1) Standard, 2) Priority and 3) Premium:

1) Standard

Standard Support is included with all AT&T CDN Service unless otherwise set forth in the Agency's Agreement or in the Service Description of the applicable Service Component. Standard Support includes access to all of the following:

- Self-service configuration tools
- Pooled technical support account team
- Standard Initial Response Times
 - Two (2) hours or less for P1 issues
 - Four (4) hours or less for P2 issues
 - Two (2) Business Days or less for P3 issues
 - All Support Requests reported via e-mail will be considered as P3
- Live support only during Normal Business Hours for P2 and/or P3 issues
- Live 24x7x365 support for P1 issues

2) Priority

Priority Support includes access to all items included in Standard Support, plus:

- Named support team
 - Quarterly business reviews
 - Assistance with configuration of scheduled reports and real-time alerts
- Priority case handling and status updates
 - Every four (4) hours for P1 issues
 - Daily for P2 or P3 issues
- Priority Initial Response Times
 - One (1) hour or less for P1 issues
 - Two (2) hours or less for P2 issues
 - One (1) Business Day or less for P3 issues
 - All Support Requests reported via e-mail will be considered as P3
- Priority live support availability
- Unlimited Support Requests
- Two (2) seats per year in instructor-led AT&T CDN Service training courses, located at an AT&T CDN Service training facility (a.k.a. "AT&T CDN University")

3) Premium

Premium Support includes access to all items included in Priority Support, plus

- Enterprise program management and ongoing professional services assistance (limited to agreed upon scope)
- Focused technical account team and technical support handling procedures
- Proactive service monitoring
- Premium case status updates
 - Hourly for P1 issues
- Premium Initial Response Times
 - Thirty (30) minutes or less for P1 issues
 - One (1) hour or less for P2 issues
 - All Support Requests reported via e-mail will be considered as P3
- Unlimited AT&T CDN University training seats (subject to availability of courses)
- Priority beta participation. (Note: AT&T CDN Service roadmap does not constitute a promise or obligation of delivery of any functionality, and AT&T, at its sole discretion, reserves the right to at any time alter the design, specifications and forecasted time-to-market of all of its products and services on any roadmap, as part of its continuing program of product development.)
- Up to two (2) days of custom on-site training per year

Professional Services

Professional services are offered in four different options – 1) DSA Service Management, 2) WAA Service Management, 3) WAF Service Management and 4) Kona Site Defender Service Management:

DSA Service Management

Professional Services – DSA Service Management is available for Dynamic Site Accelerator Agencies. Includes access to one or more of the following:

- Site Optimization Review: Technical review of existing AT&T CDN Site configurations, and recommendations for improvement. Reviews to be performed up to twice per year, with up to two (2) DSA Sites configurations included in each review.
- Up to the specified hours in the Agency's Agreement per month or quarter (default of six (6) hours per month) of ongoing Professional Services to perform updates to existing Site configurations (limited to agreed upon scope).
- Work to be conducted at mutually agreed upon dates and times during normal business hours (i.e., 9:00 am to 5:00 pm Agency local time).
- Service does not include in person meetings at Agency's facilities by AT&T CDN personnel unless otherwise indicated in an applicable Transaction Document.

WAA Service Management

Professional Services – WAA Service Management is available for WAA Agencies. Includes access to one or more of the following:

- Application Optimization Review: Technical review of existing WAA configurations and recommendations for improvement. Reviews to be performed up to twice per year, with up to two (2) WAA Applications included in each review.

- Up to the specified hours in the Agency's Agreement per month or quarter (default of six (6) hours per month) of ongoing Professional Services to perform updates to existing WAA configurations.
- Work to be conducted at mutually agreed upon dates and times during Normal Business Hours.
- Service does not include in person meetings at Agency's facilities by AT&T CDN personnel unless otherwise indicated in an applicable Transaction Document.

WAF Service Management

Professional Services – WAF Service Management is a required service for Agencies purchasing Web Application Firewall. Includes access to one or more of the following:

- WAF Log File Review: Statistical analysis of Agency's WAF log files for rules triggered. Reviews to be performed up to twice per year with up to one (1) WAF configuration and up to two (2) sites included in each review.
- WAF Configuration Assistance: Up to specified hours on the Agency's Agreement per quarter of ongoing Professional Services to assist Agency with their WAF configuration.
- Additional WAF Service Management Terms:
- Agency acknowledges and agrees that WAF Service Management does not prevent or eliminate all possible attacks and/or threats.
- WAF Log File Review and Reporting does not include implementation of specific configuration recommendations as these are the responsibility of Agency.
- Overage fees for WAF Service Management are billed quarterly in arrears.
- Quarterly allocation and measurement of WAF Configuration Assistance hours starts on the first full month that includes the applicable Billing Effective Date.
- Work to be conducted at mutually agreed upon dates and times during Normal Business Hours
- Service does not include in person meetings at Agency's facilities by AT&T CDN Service personnel unless otherwise indicated in the Agency's Agreement.

Kona Site Defender Service Management

Professional Services – Site Defender Service Management is a recommended service for Agencies purchasing Kona Site Defender. Includes access to one or more of the following:

- Site Defender Log File Review: Statistical analysis of Agency's log files for WAF rules triggered. Reviews to be performed up to twice per year with up to one (1) configuration and up to two (2) Sites included in each review.
- Site Defender Configuration Assistance: Up to the specified hours in the Agency's Agreement per month of ongoing Professional Services to assist Agency with their Site Defender configuration.
- Additional Site Defender Service Management Terms:
- Agency acknowledges and agrees that Site Defender Service Management does not prevent or eliminate all possible attacks and/or threats.
- Site Defender Log File Review does not include implementation of specific configuration recommendations as these are the responsibility of Agency.
- Work to be conducted at mutually agreed upon dates and times during Normal Business Hours.
- Service does not include in-person meetings at Agency's facilities by AT&T CDN personnel unless otherwise indicated in an applicable Transaction Document.

Access Control

Access Control includes access to specific metadata tags providing additional security controls governing how users connect to the AT&T CDN infrastructure, and how the AT&T CDN infrastructure connects to Agency's Origin Server(s). These metadata tags are grouped into the following categories: edge authorization, edge to origin authorization, enhanced availability, caching controls, and security related controls. The majority of the Access Control metadata tags are configurable solely by AT&T; however, some of the available tags can be selected and implemented by Agency directly.

Advanced Cache Optimization/Control

Advanced Cache Optimization (or Control) includes access to optimization features that help in improving the cache ability of complex content on AT&T CDN edge servers.

Bandwidth Control

The ability to monitor and block excessive request rates made by client systems for websites, applications and related objects accelerated by Akamai's edge platform.

Client Access Control

Client Access Control ("CAC") Module supplies a set of IP addresses to Agency that the AT&T CDN uses to serve Agency's content and also provides Agency with assistance in managing a change process for this set of IP addresses as they change over time. In addition, Agency will have access to a configuration page in the Luna Control Center to configure a secure edge hostname for Client Access Control and the delivery of the set of IP addresses for Agency through the Luna Control Center Client Access Control CIDR Lists page. Agency must acknowledge receipt of new IP addresses within 90 days of notification by AT&T. Should Agency fail to provide such acknowledgement, AT&T will continue to serve the traffic covered by the AT&T CDN Service; however, AT&T shall no longer provide any commitment (including SLAs) regarding the performance of the AT&T CDN Service or the CAC Module, and Agency expressly acknowledges and agrees that degradation of AT&T CDN Service may occur as a result. Should Agency fail to provide acknowledgement within 180 days of notification, AT&T reserves the right to degrade Agency to a different Map and to charge Agency's then-current usage rate for a custom Map over and above the existing charges for CAC, which shall continue to apply. Such new custom Map may also have degraded performance from the up-to-date IP addresses supplied by AT&T for the CAC Module.

Content Targeting

Content Targeting includes access to specific metadata tags providing IP based information of end users connecting to the AT&T CDN. With the Content Targeting module, the following attributes can be identified based on IP: country code, region code, network code, network type, device type, city, marketing area, metropolitan statistical area, primary metropolitan statistical area, area code, latitude, longitude, country, time zone, zip code, and connection speed.

NetStorage

NetStorage includes access to AT&T CDN-based storage service that may be used with AT&T CDN Service as an origin or source for files that are delivered across the AT&T CDN. The NetStorage service includes the following restrictions and limitations:

- The maximum size of a single storage group is 10 TB.
- The maximum size of a file that can be uploaded to NetStorage is 25 GB.
- The maximum number of files in any given directory is 50,000.
- There are no guarantees regarding the number of operations per second that maybe provided.

Compliance Mangement

Compliance Management includes Payment Card Industry Data Security Standard (PCI-DSS) support for credit card payment.

Site Failover

Site Failover includes functionality for in-metadata failover. In the event that the origin Website becomes unavailable, Site Failover can be used to achieve one of the following actions: (a) serve what is in cache; (b) serve content from NetStorage; or (c) regenerate request to another datacenter.

SiteShield

SiteShield includes access to the Agency Portal containing information regarding current status of the applicable SiteShield Map(s), any pending changes to the SiteShield Map(s), as well as the SiteShield firewall rules.

Web Application Firewall

Web Application Firewall ("WAF") Module includes access to Web Application Firewall functionality, which, in turn, includes one or more of the following features: 1) network layer controls including IP Blacklist, IP Whitelist, Strict IP Whitelist, and Geographic Controls; 2) network layer rules activity report; 3) Application layer controls (firewall rules)both used to mitigate attacks against web Applications and associated systems, where AT&T periodically updates the list of available rules; 4) Application layer rules activity report; 5) Real-Time Reporting (RTR) log functionality; 6) IP Rate controls and activity reports; 7) Custom Rules controls and activity reports; and 8) Security Monitor: WAF delivery is evidenced by: 1) The provisioning of Luna Control Center access credentials to Agency (enabling Agency Portal access by Agency); and 2) The ability of either Agency or AT&T to configure and/or deploy an initial WAF configuration.

SSL Network Access

SSL Network Access is a network resource allocated to Agency for the purpose of accelerating SSL sessions with a X.509 digital certificate. Agency purchases the type of digital certificate to be included with the SSL Network Access, such as Standard (Single-Hostname), Wildcard, SAN, Extended Validation (EV), Extended Validation SAN or Third Party.

Enhanced DNS

Enhanced Domain Name System (“eDNS”) includes up to up to 25,000 records per zone, and up to five (5) Thps or 50 Mbps of peak DNS traffic. Delivery of the eDNS service shall be evidenced by the provisioning of portal access credentials to Agency.

Global Traffic Management

Agency shall not combine the Global Traffic Management (“GTM” or “First Point”)service with any Third Party accelerated content delivery service similar without the prior written consent of AT&T. Traffic policies based on CIDR mapping are subject to AT&T approval. Agency is limited to 100 Digital Properties under management and up to five (5) Thps of peak DNS traffic.

IPv6 Non-Secure

IPv6 Module includes HTTP delivery (and HTTPS delivery for products with Secure Delivery)of content and Applications on a dual-stack hostname (“dual-stack digital property” such as “www.example.com”)for which AT&T CDN DNS name servers respond to both A and AAAA requests with corresponding AT&T CDN edge servers capable of serving both IPv4 and IPv6 HTTP(S) requests, and access to the Agency Portal to set up dual-stack hostnames and provide applicable IPv6 visitor and traffic reporting.

Note:AT&TContentDeliveryNetwork(CDN)servicesarecomplianttoSection508requirementswithsomeexcepti ons.Certain software applications such as the Luna Control Center may not be accessible to all users with disabilities with the same effectiveness as non-disabled users as describedinSection508. For this reason, Agency management should carefully review the Product Assessment report of the CDN service before purchasing these products for Agency use.

17.0

AT&T Network Aggregation Service

AT&T Network Aggregation Service

AT&T Network Aggregation Service provides connectivity to the Internet for small agency locations or agency locations that are not located in metropolitan areas. Network Broadband Aggregation Service provides a full service broadband Digital Subscriber Line (DSL) product offering, using AT&T services inside of AT&T's footprint and when the customer's location is outside of AT&T's footprint, using providers who offer the service to the customer's location. Network Broadband Aggregation provides the following services:

- Broadband Service Provisioning (required for new locations)
- Analog Line Provisioning (when needed to support the broadband connection)
- Broadband Registration (for existing connections to be supported)
- Enablement (included for new locations; separate service for existing locations)
- End User Support (First call or Level two required)
- Hardware Provisioning (optional service)
- Hardware Support Services (optional service)

Broadband Service Provisioning

- 1) The Broadband Provisioning Service is comprised of four (4) service sub-elements.
- 2) Identification of a broadband service for each customer location (Service Qualification).
- 3) Ordering of broadband service for the customer location (Service Order Placement).
- 4) Installation of the broadband service is managed (Service Order Management).
- 5) Assistance with test and turn-up of the location (Enablement).

Service Qualification, Service Order Placement and Service Order Management are available 7 AM to 7 PM Central time and Enablement is available 7 x 24 x 365.

Service Qualification – A “qualification for services” is performed in accordance with the customer's preferences as specified in the Project Implementation Plan, which is completed prior to project start. Service Qualification is performed for the service.

Service Order Placement– Orders will be placed with the appropriate service provider based upon the Customer's direction as specified in the Project Implementation Plan. In order to place orders on the customer's behalf, the customer must execute an appropriate Letter of Agency. Installation times and dates must be agreed to by both parties.

Service Order Management– Coordination with the customer, customer locations and service providers will be provided to confirm that all parties have required information in a timely manner.

Enablement – Enablement occurs after the broadband service has been successfully installed. All Enablement tasks are performed via telephone. Note that onsite activities may be performed by the customer or another entity and will be coordinated with the entity performing these activities. When the Enablement process is complete, the location is fully operational as defined in the Project Information Plan and enters lifecycle support. Enablement is available as a standalone service for instances where the Customer has existing broadband service.

Analog Line Provisioning

Analog lines will be identified and ordered on behalf of the customer. Orders are managed in a manner similar to that described above for Broadband Provisioning. Analog lines may be ordered from both Incumbent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers (CLECs); however, if the line is to be used in conjunction with a shared-line DSL service, it may restrict the type of analog line that may be used. Note that for most shared-line DSL services ordered under this agreement, it is necessary to order the analog line separately from the DSL. The customer may specify required features as part of the Project Implementation Plan. The customer must execute a Letter of Agency prior to placement of analog line orders.

Broadband Registration

Broadband Registration Service is used only when customer has pre-existing broadband services. This service is used to gather information regarding pre-existing broadband services and to redirect the billing for these services, if necessary. This service is applicable only when End User Support is also purchased.

Enablement

Enablement is the process of performing test and turn-up of a customer location. All Enablement Services are provided on a 7x24x365 basis and are telephone-based only. Coordination with a service provider- or customer- designated vendor performing on-site services is provided, if required. The Enablement Service is included as a standard component of Broadband Provisioning at no additional charge. This service is primarily applicable when a customer has pre-existing broadband connections. This normally involves connecting vendor or customer hardware to the broadband CPE and verifying its functionality. Examples include VPN hardware, VoIP hardware, Wi-Fi access point, digital signage, kiosks, etc. No charges are applied if Enablement is not successfully completed.

Tech Support

All technical support ("Tech Support") provided as part of this service is related to communication services. This includes private and Internet connectivity, virtual private network (VPN), voice over Internet protocol (VoIP), wireless fidelity (Wi-Fi), digital signage, kiosks and other technologies. All Tech Support is telephone-based and is provided on a 7x24x365 basis.

First Call Tech Support – First Call Tech Support is responsible for the initial actions taken for any type of communication problems that arise. Level Two Tech Support is included in this Service. The initial trouble calls come into this technical support organization and AT&T retains ownership of the problem until resolution. Support for a single communication link, the service provider's hardware and a single additional device connected to the service provider's hardware is included in this service. In addition to responding to calls from the customer or the customer's end users, Proactive Response is provided for a single device or service at no additional charge (see Proactive Response below). AT&T will engage the service provider, the AT&T product specific group, and the customer resources as necessary to resolve the issue. This service is available only if all customer locations are supported with First Call Tech Support and is not available on an ad hoc basis. Additional communication links and other devices may be supported for an additional charge.

Level Two Tech Support – Level Two Tech Support is provided when the level one help desk determines that the problem falls within the scope of this service. Level Two Tech Support is responsible for a single communication link, the service provider's hardware and a single additional device connected to the service

provider's hardware. If the problem is within AT&T's scope, AT&T retains ownership of the problem until resolution. AT&T will engage the service provider, the AT&T product specific group, and the customer's resources as necessary to resolve the issue. This service is available only if all customer locations are supported with Level Two Tech Support and is not available on an ad hoc basis. Additional communication links and other devices may be supported for an additional charge.

Application Tech Support – Application Tech Support is used to provide technical support for services and devices that are not supported as a standard part of First Call Tech Support or Level Two Tech Support. This may include, but is not limited to, voice over Internet protocol (VoIP), wireless fidelity (Wi-Fi), digital signage, kiosks and other technologies. This is not a standalone service, First Call Tech Support or Level Two Tech Support must be purchased and support will be provided in the same model as the base technical support service. If the service or device is monitored, proactive response to an outage alerts is available (see Proactive Response).

Proactive Response – Proactive Response entails responding to alerts received from monitored services or devices. Proactive Response is available for all Tech Support Services. Proactive Response for a single service or device is included at no additional charge with First Call Tech Support. AT&T reserves the right to suspend Proactive Response if the false outage notification rate exceeds ten percent (10%) of the total notifications received during a weekly period. Proactive Response is available only if all customer locations are supported with Proactive Response and is not available on an ad hoc basis.

Hardware Support

This Service provides management of specific hardware devices at customer locations. AT&T will warehouse hardware on behalf of the customer at AT&T location(s). The customer may supply the hardware or AT&T may acquire the hardware on the customer's behalf. AT&T will configure, stage, and ship hardware in accordance with the customer's requirements. If necessary, AT&T will notify the customer location of package shipment and advise customer personnel of appropriate disposition. If professional installation of the hardware is required, AT&T will coordinate with the appropriate resources to schedule this installation. In the event of hardware failure at a customer location, AT&T will coordinate the replacement of the failed hardware.

Service Level Agreements

Service Level Agreements are not provided in connection with AT&T Network Aggregation Service.

Availability of Bandwidth

Speeds listed in this offer are maximum speeds available. Actual speeds may vary and may be less than the speeds listed in the offer. All "commercially reasonable effort" will be made to provide maximum speeds at all times but the actual upload and download speeds will likely be less than the maximum listed in the offer.

18.0

Agency Agreement



Agency Agreement

Effective Date

This Agreement is effective upon execution of an IP Transport Attachment and shall continue in effect as long as the Attachment is in effect.

Services

Customer authorizes AT&T to arrange for and coordinate installations and disconnection of tariffed and other communications services as required by Customer for its configuration.

Payment of Charges

All recurring and non-recurring charges made by vendors for service ordered on Customer's behalf shall be paid by Customer directly and are not the responsibility of AT&T.

Limitation of Liability

Customer's sole and exclusive remedies shall be: (a) In the event of breach of this Agency Agreement by AT&T, Customer's right to terminate this Agency Agreement; (b) Customer's right to direct damages for damage to real or tangible personal property or damages for bodily injury or death, proximately caused by AT&T's negligence; and (c) Customer's right to receive a credit for charges billed to Customer by vendors solely as a result of negligence by AT&T. Except as provided in subparagraphs (b) and (c) above, AT&T shall have no liability for either direct, indirect, incidental or consequential damages (including lost profits) resulting from or arising in connection with this Agency Agreement. AT&T shall not be responsible for non-performance by any vendor from which AT&T orders service or equipment on Customer's behalf.

Coverage

This Agency Agreement is in effect for all of Customer's locations unless otherwise specified by Customer in writing.

THIS IS THE ENTIRE AGENCY AGREEMENT BETWEEN CUSTOMER AND AT&T WITH RESPECT TO IP TRANSPORT SERVICES. ANY AMENDMENTS, MODIFICATIONS OR CHANGES MUST BE IN WRITING AND SIGNED BY CUSTOMER AND AT&T.

CUSTOMER NAME AT&T

_____	By: _____
(Authorized Signature)	(Authorized Signature)
_____	_____
(Typed or Printed Name)	(Typed or Printed Name)
_____	_____
(Title)	(Title)

(Date)

(Date)

19.0

AT&T MIS Service Offer Price List



AT&T MIS Service Offer Price List

Monthly Fee: FLAT RATE BILLING

SUSTAINED BANDWIDTH USAGE	MIS WITHOUT MANAGED ROUTER	MIS WITH MANAGED ROUTER
	BASIC	PLUS
56 Kbps	\$91.88	\$125.74

Monthly Fee: FLAT RATE

SUSTAINED BANDWIDTH USAGE	MIS WITHOUT MANAGED ROUTER	MIS WITH MANAGED ROUTER
	BASIC	PLUS
128 Kbps	\$145.08	\$190.22
256 Kbps	\$172.08	\$215.10
384 Kbps	\$185.63	\$224.42
512 Kbps	\$216.11	\$254.90
768 Kbps	\$227.19	\$265.98
1024 Kbps	\$235.50	\$274.29
1.544 Mbps	\$236.76	\$272.03

Monthly Fee: T3 - FLAT RATE

MINIMUM BANDWIDTH COMMITMENT	MIS WITHOUT MANAGED ROUTER (PLUS)	MIS WITH MANAGED ROUTER
	BASIC	PLUS
2 Mbps	\$326.93	\$490.40
3 Mbps	\$471.01	\$634.47
4 Mbps	\$595.68	\$759.15
4.5 Mbps	\$609.54	\$773.00
5 Mbps	\$623.39	\$786.86
6 Mbps	\$692.66	\$856.12
7 Mbps	\$784.09	\$1,271.72
7.5 Mbps	\$954.30	\$1,521.73
8 Mbps	\$1,009.11	\$1,576.54
9 Mbps	\$1,105.83	\$1,673.26
10 Mbps	\$1,186.43	\$1,753.86
10.5 Mbps	\$1,234.79	\$1,802.22
12 Mbps	\$1,412.11	\$1,979.54
15 Mbps	\$1,589.43	\$2,156.86
20 Mbps	\$1,992.43	\$2,559.86
25 Mbps	\$2,401.88	\$2,969.30
30 Mbps	\$2,804.88	\$3,372.30
35 Mbps	\$3,217.55	\$3,784.98
40 Mbps	\$3,620.55	\$4,187.98
45 Mbps	\$2,392.81	\$2,729.72

Monthly Fee: Flat Rate – Ocx

MINIMUM BANDWIDTH COMMITMENT	MIS WITHOUT MANAGED ROUTER	MIS WITH MANAGED ROUTER
	BASIC	PLUS
60 Mbps	\$2,995.80	\$3,447.56
70 Mbps	\$3,397.79	\$3,849.56
80 Mbps	\$3,799.79	\$4,251.55
90 Mbps	\$4,201.78	\$4,653.54
100 Mbps	\$4,603.77	\$5,055.53
120 Mbps	\$5,407.76	\$5,859.52
OC3	\$6,814.73	\$7,266.49
300 Mbps	\$10,738.94	\$11,429.99
400 Mbps	\$13,453.35	\$14,144.39
500 Mbps	\$16,162.01	\$16,853.06
OC12	\$19,410.50	\$20,101.54
700 Mbps	\$21,579.34	\$22,270.38
OC48	\$75,038.60	\$76,208.21

Monthly Fee: BURSTABLE BILLING T1 - PRIVATE LINE

	SUSTAINED BANDWIDTH USAGE	MIS WITHOUT MANAGED ROUTER	MIS WITH MANAGED ROUTER
T1		BASIC	PLUS
	Up to 128 Kbps	\$103.37	\$130.17
	128.01 to 256 Kbps	\$130.17	\$156.97
	256.01 to 384 Kbps	\$155.05	\$181.85
	384.01 to 512 Kbps	\$179.94	\$206.74
	512.01 to full T1	\$216.31	\$243.11

Monthly Fee: BURSTABLE Billing DS3 - PRIVATE LINE

	SUSTAINED BANDWIDTH USAGE	MIS WITHOUT MANAGED ROUTER	MIS WITH MANAGED ROUTER
DS3		BASIC	PLUS
	Up to 6 Mbps	\$580.02	\$692.96
	6.01 to 7.5 Mbps	\$685.30	\$1,022.21
	7.51 to 9.0 Mbps	\$790.59	\$1,127.49
	9.01 to 10.5 Mbps	\$876.73	\$1,213.63
	10.51 to 12.0 Mbps	\$962.87	\$1,299.78
	12.01 to 13.5 Mbps	\$1,049.01	\$1,385.92
	13.51 to 15.0 Mbps	\$1,135.15	\$1,472.06
	15.01 to 16.5 Mbps	\$1,205.98	\$1,542.89
	16.51 to 18.0 Mbps	\$1,278.72	\$1,615.63
	18.01 to 19.5 Mbps	\$1,349.55	\$1,686.45
19.51 to 21.0 Mbps	\$1,422.29	\$1,759.20	



	21.01 to 45.0 Mbps	\$2,877.12	\$3,214.03
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Monthly Fee: BURSTABLE Billing OC3 - PRIVATE LINE



	SUSTAINED BANDWIDTH USAGE	MIS WITHOUT MANAGED ROUTER	MIS WITH MANAGED ROUTER	
OC3		BASIC	PLUS	
		Up to 35 Mbps	\$2,293.27	\$2,630.18
		35.01 to 45 Mbps	\$2,877.12	\$3,214.03
		45.01 to 55 Mbps	\$3,355.68	\$3,807.44
		55.01 to 65 Mbps	\$3,838.07	\$4,289.83
		65.01 to 75 Mbps	\$4,322.38	\$4,774.14
		75.01 to 85 Mbps	\$4,804.77	\$5,256.53
		85.01 to 100 Mbps	\$5,528.35	\$5,980.12
		100.01 to 125 Mbps	\$6,734.33	\$7,186.09
		125.01 to 155 Mbps	\$8,179.59	\$8,631.35

Monthly Fee: BURSTABLE Billing OC12 - PRIVATE LINE

	SUSTAINED BANDWIDTH USAGE	MIS WITHOUT MANAGED ROUTER	MIS WITH MANAGED ROUTER	
OC12		BASIC	PLUS	
		Up to 75 Mbps	\$4,322.38	\$4,774.14
		75.01 to 150 Mbps	\$7,178.44	\$7,630.20
		150.01 to 225 Mbps	\$10,036.41	\$10,488.18
		225.01 to 300 Mbps	\$12,888.65	\$13,579.69
		300.01 to 375 Mbps	\$15,329.31	\$16,020.36
		375.01 to 450 Mbps	\$17,769.98	\$18,461.03
		450.01 to 525 Mbps	\$20,181.94	\$20,872.98
		525.01 to 622 Mbps	\$23,296.42	\$23,987.47

Monthly Fee: BURSTABLE Billing OC48 - PRIVATE LINE

	SUSTAINED BANDWIDTH USAGE	MIS WITHOUT MANAGED ROUTER	MIS WITH MANAGED ROUTER	
OC48		BASIC	PLUS	
		Up to 1250 Mbps	\$46,516.28	\$47,685.88
		1251 to 1350 Mbps	\$50,143.78	\$51,313.39
		1351 to 1450 Mbps	\$53,771.28	\$54,940.89
		1451 to 1550 Mbps	\$57,398.79	\$58,568.39
		1551 to 1650 Mbps	\$61,026.29	\$62,195.90
		1651 to 1750 Mbps	\$64,653.79	\$65,823.40
		1751 to 1850 Mbps	\$68,281.30	\$69,450.90
		1851 to 1950 Mbps	\$71,908.80	\$73,078.41
		1951 to 2050 Mbps	\$75,536.31	\$76,705.91
		2051 to 2150 Mbps	\$79,163.81	\$80,333.42
		2151 to 2250 Mbps	\$82,791.31	\$83,960.92
		2251 to 2350 Mbps	\$86,418.82	\$87,588.42
		2351 to 2450 Mbps	\$90,046.32	\$91,215.93

Monthly Fee: HI CAP FLEX T3 - PRIVATE LINE



	MINIMUM BANDWIDTH	MIS WITHOUT MANAGED	MIS WITH MANAGED ROUTER COMMITMENT ROUTER	INCREMENTAL USAGE FEE PER MBPS
DS3	2 Mbps	\$225.88	\$338.82	\$135.91
	3 Mbps	\$325.42	\$438.36	\$130.17
	4 Mbps	\$411.56	\$524.50	\$124.43
	5 Mbps	\$430.71	\$543.65	\$103.37
	6 Mbps	\$478.56	\$591.50	\$95.71
	7 Mbps	\$541.73	\$878.64	\$93.80
	8 Mbps	\$599.16	\$936.07	\$89.97
	9 Mbps	\$656.59	\$993.50	\$88.06
	10 Mbps	\$704.44	\$1,041.35	\$86.14
	15 Mbps	\$943.73	\$1,280.63	\$76.57
	20 Mbps	\$1,183.01	\$1,519.91	\$72.74
	25 Mbps	\$1,426.12	\$1,763.02	\$68.91
	30 Mbps	\$1,665.40	\$2,002.31	\$67.00
	35 Mbps	\$1,910.42	\$2,247.33	\$67.00
	40 Mbps	\$2,149.70	\$2,486.61	\$65.08
45 Mbps	\$2,392.81	\$2,729.72	N/A	

Monthly Fee: HI CAP FLEX OC3 - PRIVATE LINE

	MINIMUM BANDWIDTH COMMITMENT	MIS WITH MANAGED ROUTER	MIS WITHOUT MANAGED ROUTER	INCREMENTAL USAGE FEE PER MBPS
OC3	PLUS			
	35 Mbps	\$1,910.42	\$2,247.33	\$67.00
	40 Mbps	\$2,149.70	\$2,486.61	\$65.08
	45 Mbps	\$2,392.81	\$2,729.72	\$65.08
	60 Mbps	\$2,995.80	\$3,447.56	\$61.26
	70 Mbps	\$3,397.79	\$3,849.56	\$59.34
	80 Mbps	\$3,799.79	\$4,251.55	\$57.43
	90 Mbps	\$4,201.78	\$4,653.54	\$57.43
	100 Mbps	\$4,603.77	\$5,055.53	\$55.51
	120 Mbps	\$5,407.76	\$5,859.52	\$55.51
	144 Mbps	\$6,211.74	\$6,663.50	\$53.60
	155 Mbps	\$6,814.73	\$7,266.49	N/A

Monthly Fee: HI CAP FLEX OC12 - PRIVATE LINE

	MINIMUM BANDWIDTH COMMITMENT	MIS WITHOUT MANAGED ROUTER	MIS WITH MANAGED ROUTER	
OC12		BASIC	PLUS	OVERAGE
	70 Mbps	\$3,397.79	\$3,849.56	\$59.34



	MINIMUM BANDWIDTH COMMITMENT	MIS WITHOUT MANAGED ROUTER	MIS WITH MANAGED ROUTER	
	80 Mbps	\$3,799.79	\$4,251.55	\$57.43
			PLUS	
	90 Mbps	\$4,201.78	\$4,653.54	\$57.43
	100 Mbps	\$4,603.77	\$5,055.53	\$55.51
	120 Mbps	\$5,407.76	\$5,859.52	\$55.51
	144 Mbps	\$6,211.74	\$6,663.50	\$53.60
	155 Mbps	\$6,814.73	\$7,266.49	\$53.60
	200 Mbps	\$8,030.28	\$8,721.32	\$49.77
	250 Mbps	\$9,385.57	\$10,076.61	\$45.94
	300 Mbps	\$10,738.94	\$11,429.99	\$44.03
	350 Mbps	\$12,098.06	\$12,789.10	\$42.11
	400 Mbps	\$13,453.35	\$14,144.39	\$42.11
	450 Mbps	\$14,806.72	\$15,497.77	\$40.20
	500 Mbps	\$16,162.01	\$16,853.06	\$40.20
	550 Mbps	\$17,515.39	\$18,206.43	\$38.29
	600 Mbps	\$18,870.68	\$19,561.72	\$38.29
	622 Mbps	\$19,410.50	\$20,101.54	N/A

Monthly Fee: HI CAP FLEX OC48 - PRIVATE LINE

	MINIMUM BANDWIDTH	MIS WITHOUT MANAGED COMMITMENT	MIS WITH MANAGED ROUTER	INCREMENTAL USAGE FEE
		BASIC	PLUS	OVERAGE
	600 Mbps	\$18,870.68	\$19,561.72	\$38.29
	622 Mbps	\$19,410.50	\$20,101.54	\$38.29
	700 Mbps	\$21,579.34	\$22,270.38	\$38.29
	800 Mbps	\$24,288.00	\$24,979.05	\$38.29
OC48	1250 Mbps	\$38,763.56	\$39,933.17	\$38.29
	1550 Mbps	\$47,856.25	\$49,025.86	\$38.29
	1850 Mbps	\$56,948.94	\$58,118.54	\$38.29
	2150 Mbps	\$66,041.63	\$67,211.23	\$38.29
	2450 Mbps	\$75,038.60	\$76,208.21	N/A

Monthly Fee and Install Price: MIS OPTIONS (Other)

OPTION	MONTHLY FEE	INSTALL PRICE
Local Access		
Additional Primary DNS Per Increment (Available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100.00	N/A
Additional Secondary DNS Per Increment (Available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100.00	N/A



Additional DNS Administration(Activation Fee)	N/A	N/A
Outbound Mail Relay (1 Yr) - Per Domain	\$150.00	\$100.00

MIS Installation Charges

Access Speed	MIS WITH MANAGED ROUTER		MIS WITHOUT MANAGED ROUTER	
	Tele-Install	On-Site	Tele-Install	On-Site
56 Kbps	\$0.00	\$1,303.25	\$0.00	N/A
128 Kbps - 1.5 Mbps	\$0.00	\$1,303.25	\$0.00	N/A
NxT1 (3.0 Mbps - 6.0 Mbps)	\$0.00	\$1,453.82	\$0.00	N/A
Tiered/Full T3	N/A	\$2,669.88	\$0.00	N/A
OC-X	N/A	\$5,339.75	\$0.00	N/A

The prices specified in this Price List apply to each location provisioned for AT&T MIS and, other than Access Facilities Charges, are guaranteed for the Service Period only and only for services initially purchased under this Attachment.

These prices apply to AT&TMIS service, quantities of one or more circuits, and a 12 Month service period.

AT&T MIS Service Offer

Managed Internet Service Monthly Service Charge

Includes: Port, Primary DNS and Secondary DNS, Network News Feeds, Usage Reports.

Managed Internet Service with Managed Router Monthly Service Charge

Includes: Port, CPE and CPE Management, Primary DNS and Secondary DNS, Packet Filtering, Network News Feeds, Usage Reports.

AT&T Network Based Managed Firewall Service

Service Premise Based, Checkpoint

FEATURES	INSTALL PRICE	MRC
Managed Firewall URL Screening100 User	\$251.88	\$211.58
Managed Firewall URL Screening500 User	\$251.88	\$846.30
Managed Firewall URL Screening1000 User	\$251.88	\$1,339.98
Managed Firewall URL Screening3000 User	\$251.88	\$3,173.63
Managed Firewall URL Screening5000 User	\$251.88	\$4,866.23

Option Check point on Nokia

OPTIONS	INSTALLPRICE	MRC
Nokia Size and User Level		
Small - Single, 25 Users	\$503.75	\$453.38
Small - Single, 50 Users	\$503.75	\$498.71
Small - Single, 100 Users	\$503.75	\$544.05
Medium - Single, 50 Users	\$2,518.75	\$1,654.82
Medium - Single, 100 Users	\$2,518.75	\$1,790.83
Medium - Single, 250 Users	\$2,518.75	\$1,899.64
Medium - Single, Unlimited Users	\$2,518.75	\$2,266.88
Large - Single, 50 Users	\$2,518.75	\$2,393.82
Large - Single, 100 Users	\$2,518.75	\$2,557.04
Large - Single, 250 Users	\$2,518.75	\$2,683.98
Large - Single, Unlimited Users	\$2,518.75	\$3,173.63
Medium – High Availability, Unlimited Users	\$4,155.94	\$3,400.31
Large - High Availability, Unlimited Users	\$4,155.94	\$4,987.13

Note: Number of Users = Total IP Addresses behind firewall (PCs, Printers, Servers, etc.)

AT&T Managed Firewall Service - Premise Based, Checkpoint on Nokia Option: Feature Options

OPTIONS	INSTALLPRICE	MRC
Professional Service Resources	\$2,518.75	\$1,813.50
Capacity/Equipment Upgrade	\$2,518.75	\$1,813.50
Managed DMZ Support	\$251.88	\$453.38
Remote User VPN Support	\$503.75	\$0.00
Customer Provided 3rd Party Strong Authentication	\$125.94	\$45.34
Firewall to Firewall VPN (per site, max 10 tunnels)	\$251.88	\$453.38
Managed Extranet Support	\$251.88	\$680.06
Complex Policy (i.e.: 30 - 100 rules)	\$251.88	\$45.34
Extra Complex Policy (i.e.: 100 + rules)	\$503.75	\$226.69

Access Facilities Charges

Access Facilities will be priced on an individual case basis by your AT&T Representative from Customer location to the point where service availability has been defined. The following access types will be supported:

- Digital Private Line (ACCUNET Digital Services)
- Others (including Integrated Access) as approved by AT&T on a case-by-case basis.

Service will be available at ACCUNET Points of Presence within geographic scope of this agreement.

Service Period

The Service Period will commence when billing begins and, unless terminated in accordance with the provisions in the Agreement, will continue on effect for a period of twelve (12) months. At the end of the Service Period, service will continue on a month-to-month basis until terminated by either party giving the other party at least thirty (30) days prior written notice.

20.0

AT&T Dedicated Hosting – Managed

Service GSA Price List

AT&T Dedicated Hosting Services

The prices specified in this price list apply to each Managed Service application provisioned and are guaranteed for the service period only and only for services initially purchased under this Attachment.

These prices apply to AT&T Dedicated Hosting Services, quantities of one application and a 12-month service period.

20.1 AT&T Dedicated Hosting Services – Managed Service Offer

ITEM	MONTHLY RECURRING PRICE	NON RECURRING
PRICE		
Front-end bandwidth Mbps CIR - Fast Ethernet interface with one active drop	\$2,301.94	
Burstable Rate - 10 Mbps - 100 Mbps CIR (per Mbps)	\$297.21	
Passive drop(s): Fast Ethernet		\$342.5
Servers - 1 - 8 - DellPowerEdgeR900 - 4 CPU all Quad Core, 16 GB's RAM, 3 x 300 GB drives;	\$2,509.62	
Managed service on C3750G-24TS-S1U(24 10/100/1000 ports, 4 SFP ports)	\$553.12	
Managed Load Balancing Service - ServerIronGT-EGX4(48 FE / 4 GE ports)	\$2,704.13	
Service: Server& Operating System Support (SOSS) Class 3	\$9,414.08	\$9,619.61
Managed service on: Nokia 380, Up to 25IP Addresses	\$1,649.08	\$2,951.98
Managed service on Single Network-Based Intrusion Detection Services	\$1,602.53	\$1,763.13
Managed service on Managed Virtual Private Network (VPN) Options VPN Tunnel from Single Firewall (each)	\$319.18	\$503.7
Managed service on Managed Virtual Private Network (VPN)Options Client-to- Site VPN, Password Authentication (Single User ID)	\$132.99	\$302.2
Setup Standard File System, Offline Database or Online Local Disk Backup ,Per Server		\$2,619.50
Monthly Tape Storage (per tape per month)	\$45.84	
Destruction of Tapes		\$175.0
Standard off-site tape recall - 24 hours		\$175.0
Encryption Install Price per server		\$500.0
Encryption Install Price Veritas encryption license per server		\$525.0
Encryption Price per GB	\$0.60	

20.2 AT&T Synaptic Hosting Pricing

DESCRIPTION	MRC OR OTC	GSA PRICE W/ FEE
Synaptic Hosting		
AT&T Synaptic Hosting – Primary Site Piscataway	MRC	\$15,787.20
AT&T Synaptic Hosting – DR Site San Diego	OTC	\$6,519.35
AT&T Synaptic Hosting – DR Site San Diego	MRC	\$6,849.40
Synaptic Hosting- Local Load balancing, NRC	OTC	\$1,685.25
Synaptic Hosting- Site to Site VPN, NRC	OTC	\$998.31
Synaptic Hosting- Backend Client Terminated Circuit, NRC	OTC	\$848.51

DESCRIPTION	MRC OR OTC	GSA PRICE W/ FEE
Synaptic Hosting		
Synaptic Hosting- Firewall, NRC	OTC	\$998.31
Synaptic Hosting-Web Server Software Management, NRC	OTC	\$194.74
Synaptic Hosting- Database Management, NRC	OTC	\$278.20
Synaptic Hosting- Secure ID Key fob, NRC	OTC	\$194.74
Synaptic Hosting- DNS Management per URL, MRC	MRC	\$9.63
Synaptic Hosting- Firewall, MRC	MRC	\$719.84
Synaptic Hosting- Local Load balancing, MRC	MRC	\$701.39
Synaptic Hosting- Backend Client Terminated Circuit, MRC	MRC	\$542.49
Synaptic Hosting-Web Server Software Management, MRC	MRC	\$347.75
Synaptic Hosting- Database Management, MRC	MRC	\$1,490.51
Synaptic Hosting - 1x2 Guest (virtual server)	OTC	\$797.15
Synaptic Hosting - 2x4 Guest (virtual server)	OTC	\$797.15
Synaptic Hosting - 4x8 Guest (virtual server)	OTC	\$797.15
Synaptic Hosting - 1x2 Guest (virtual server)	MRC	\$743.65
Synaptic Hosting - 2x4 Guest (virtual server)	MRC	\$759.70
Synaptic Hosting - 4x8 Guest (virtual server)	MRC	\$1064.65
Synaptic Hosting- Add 1 pCore to Guest Configuration, MRC	MRC	\$92.29
Synaptic Hosting- Add 2 GB RAM to Guest Configuration MRC	MRC	\$61.53
Synaptic Hosting- Storage Tier 2 per GB, MRC	MRC	\$1.61
Synaptic Hosting- Storage Tier 3 per GB, MRC	MRC	\$1.23
Synaptic Hosting- BU-14 SNAP Backups per GB, MRC	MRC	\$ 0.70
Synaptic Hosting- BU-3 Tape Backup per GB, MRC	MRC	\$3.16
Synaptic Hosting- Burstable Internet Bandwidth, up to 10 mbps, MRC per mbps	MRC	\$211.24
Synaptic Hosting- Burstable Internet Bandwidth, up to 10 mbps, NRC	OTC	\$ -
Synaptic Hosting- Burstable Internet Bandwidth, up to 100mbps, MRC per mbps	MRC	\$211.24
Synaptic Hosting- Burstable Internet Bandwidth, up to 100mbps, NRC	OTC	\$-

20.3 AT&T Co-Location Services

AT&T Co-Location Services

SERVICE	DESCRIPTION	GSAPRICE W/FEE/GB
A. Rack Space		Basic
Lockable Cabinet	NRC	\$2,199.88
Lockable Cabinet	MRC	\$1,269.45
2/4 Post Rack, Caged, 1-5 Racks	NRC	\$10,999.38
2/4 Post Rack, Caged, 1-5 Racks	MRC	\$6,347.25
2/4 Post Rack, Caged, 6-10 Racks	NRC	\$21,998.76

SERVICE	DESCRIPTION	GSAPRICE W/FEE/GB
2/4 Post Rack, Caged, 6-10 Racks	MRC	\$12,694.50
2/4 Post Rack, Caged, 11-15 Racks	NRC	\$32,998.14
2/4 Post Rack, Caged, 11-15 Racks	MRC	\$19,041.75
2/4 Post Rack, Caged, 16-20 Racks	NRC	\$43,997.53
2/4 Post Rack, Caged, 16-20 Racks	MRC	\$25,389.00
B. Power (Single Circuit)Varies by Internet Data Center (IDC)		
Price for the following IDCs: Atlanta, Chicago I (Lisle), Chicago II (Oak Brook), Dallas II (Dallas), LA II (Irvine), Orlando, Seattle, and Miami		
120V, 20A, Single Phase	MRC	\$455.89
120V, 30A, Single Phase	MRC	\$623.52
208V, 20A, Single Phase	MRC	\$752.85
208V, 30A, Single Phase	MRC	\$1,024.50
208V, 50A, Single Phase	MRC	\$1,693.86
208V, 60A, Single Phase	MRC	\$1,992.33
208V, 20A, Three Phase	MRC	\$1,147.92
208V, 30A, Three Phase	MRC	\$1,645.12
208V, 50A, Three Phase	MRC	\$2,684.99
208V, 60A, Three Phase	MRC	\$3,249.94
Power Installation	NRC per Circuit	\$1,191.00
Price for the following IDCs: San Diego, Phoenix (Mesa), LA I (Hawthorne), Dallas I (Allen), NYC Metro I (Secaucus, NJ), and Wash DC Metro (Ashburn, VA)		
120V, 20A, Single Phase	MRC	\$580.15
120V, 30A, Single Phase	MRC	\$749.75
208V, 20A, Single Phase	MRC	\$871.49
208V, 30A, Single Phase	MRC	\$1,157.79
208V, 50A, Single Phase	MRC	\$1,836.34
208V, 60A, Single Phase	MRC	\$2,193.66
208V, 20A, Three Phase	MRC	\$1,219.91
208V, 30A, Three Phase	MRC	\$1,886.54
208V, 50A, Three Phase	MRC	\$3,032.58
208V, 60A, Three Phase	MRC	\$3,617.93
Power Installation	NRC per Circuit	\$1,191.00
Price for the following IDCs: NYC Metro II (Piscataway, NJ),San Jose(CA),Boston(MA), and SF (Redwood City), CA		
120V, 20A, Single Phase	MRC	\$652.36
120V, 30A, Single Phase	MRC	\$883.83
208V, 20A, Single Phase	MRC	\$1,038.23
208V, 30A, Single Phase	MRC	\$1,404.20
208V, 50A, Single Phase	MRC	\$2,237.91
208V, 60A, Single Phase	MRC	\$2,786.24
208V, 20A, Three Phase	MRC	\$2,834.60



SERVICE	DESCRIPTION	GSAPRICE W/FEE/GB
208V, 30A, Three Phase	MRC	\$2,605.90
208V, 50A, Three Phase	MRC	\$4,111.86
208V, 60A, Three Phase	MRC	\$5,165.70
Power Installation	NRC per Circuit	\$1,191.00
C. Non-Standard Additions to the IDC		
Roof Top Mesh5 Rack Cage (per cage)	NRC	\$7,426.28
Roof Top Mesh10 Rack Cage (per cage)	NRC	\$12,186.72
Roof Top Mesh15 Rack Cage (per cage)	NRC	\$19,613.00
Roof Top Mesh20 Rack Cage (per cage)	NRC	\$25,661.03
Sub-Floor Mesh 5 Rack Cage (per cage)	NRC	\$5,984.55
Sub-Floor Mesh 10 Rack Cage (per cage)	NRC	\$8,704.80
Sub-Floor Mesh 15 Rack Cage (per cage)	NRC	\$10,881.00
Sub-Floor Mesh 20 Rack Cage (per cage)	NRC	\$10,881.00
Patch Panels Inside Cage from Rack to Rack, 12 Port	NRC	\$498.71
Patch Panels Inside Cage from Rack to Rack, 24 Port	NRC	\$598.46
Patch Panels Inside Cage from Rack to Rack, 48 Port	NRC	\$698.20
Palm Reader on Cage	NRC	\$10,881.00
Card Reader on Cage	NRC	\$9,248.85
D. Front-End Connectivity		
Fast Ethernet		
1 Mbps CIR (per Mbps)	MRC	\$311.02
3 Mbps CIR (per Mbps)	MRC	\$272.03
5 Mbps CIR (per Mbps)	MRC	\$249.36
10 Mbps CIR (per Mbps)	MRC	\$204.02
15 Mbps CIR (per Mbps)	MRC	\$181.35
45 Mbps CIR (per Mbps)	MRC	\$158.68
75 Mbps CIR (per Mbps)	MRC	\$113.34
100 Mbps CIR (per Mbps)	MRC	\$86.14
Gigabit Ethernet		
150 Mbps CIR (per Mbps)	MRC	\$90.68
450 Mbps CIR (per Mbps)	MRC	\$90.68
750 Mbps CIR (per Mbps)	MRC	\$90.68
1000 Mbps CIR (per Mbps)	MRC	\$90.68
*Dual Port Configuration is required when choosing Gigabit Ethernet		
Bursting		
1 Mbps - 10 Mbps CIR (per Mbps)	MRC	\$680.06
10 Mbps - 100 Mbps CIR (per Mbps)	MRC	\$534.98
100 Mbps - 1000 Mbps CIR (per Mbps)	MRC	\$362.70
Options		

SERVICE	DESCRIPTION	GSAPRICE W/FEE/GB
All Fast Ethernet Connections	NRC applied per individual Connection	\$616.59
All Gigabit Ethernet Connections	NRC applied per individual Connection	\$2,792.79
E. BGP Router Support		
Client Managed BGP Router Setup and Operation	NRC	\$326.43
Client Managed BGP Router Setup and Operation	MRC	\$136.01
F. VLAN Cross Connect Service		
VLAN Cross Connect Service 1-10Mbps	MRC	\$1,042.76
VLAN Cross Connect Service 20Mbps	MRC	\$1,065.43
VLAN Cross Connect Service 30Mbps	MRC	\$1,083.57
VLAN Cross Connect Service 40Mbps	MRC	\$1,133.44
VLAN Cross Connect Service 50Mbps	MRC	\$1,165.17
VLAN Cross Connect Service 60Mbps	MRC	\$1,192.38
VLAN Cross Connect Service 70Mbps	MRC	\$1,219.58
VLAN Cross Connect Service 80Mbps	MRC	\$1,246.78
VLAN Cross Connect Service 90Mbps	MRC	\$1,278.52
VLAN Cross Connect Service 100Mbps	MRC	\$1,314.79
VLAN Cross Connect Service NRC	NRC	\$544.05
G. Back-End Connectivity		
Maintain Fiber Cross Connect (includes 2 ports)	NRC	\$680.06
Maintain Fiber Cross Connect (includes 2 ports)	MRC	\$226.69

20.4 AT&T Tape Backup and Restore

AT&T Tape Backup and Restore (TB&R)

SERVICE	DESCRIPTION	GSAPRICEW/FEE
Setup Charges		Basic
Setup Standard File System, Offline Database or Online Local Disk Backup		
NRC Per Server		
\$650.00		
Setup Online Local Tape	NRC Per Server	\$1,700.00
Setup Archive Log for Offline and Online Backup	NRC Per Database Instance	\$3,800.00
Off-site Vaulting Extended Beyond 3 Months	NRC Per Tape	\$150.00
Monthly Recurring Charges (Data Transfer)		
0-500 GB Transferred	MRC Per GB/Month	\$6.10
501-1000GB Transferred	MRC Per GB/Month	\$5.59
1001-2500GB Transferred	MRC Per GB/Month	\$5.09
2501-5000GB Transferred	MRC Per GB/Month	\$4.58

5001+ GB Transferred	MRC Per GB/Month	\$4.08
Monthly Minimum Charge	MRC Per Customer Site ID	\$500.00
Off-site Vaulting	MRC Per Tape	\$10.00
Incidental Charges		
Standard off-site tape recall (within 24 hours)	NRC Per Tape Recall	\$125.00
Priority off-site tape recall (within 4 hours)	NRC Per Tape Recall	\$150.00
Emergency off-site tape recall (within 2 hours)	NRC Per Tape Recall	\$175.00
Weekly Full Offsite Vaulting Option		
Per Tape Charge	NRC Per Tape	\$150.00
Amount of data moved - Per GB Charges at the current tier per End-user for volume of data per customer contract		
MRC Per GB/Month		
\$9.07		
Monthly Tape Storage (per tape per month)	Per Tape/Month	\$10.00
Tapes on Demand		
Per Tape Charge	NRC Per Tape	\$100.00

20.5 AT&T Managed Storage Services

AT&T Managed Storage

SERVICE	DESCRIPTION	GSAPRICEW/FEE/GB
		Basic
Managed Storage 600 GB SAS	\$ per GB per month	\$0.49
Managed Storage 2 TB SATA	\$ Per GB per month	\$0.38
AT&T Remote Vault Service		

20.6 AT&T Remote Vault Service

SERVICE	DESCRIPTION	GSAPRICEW/FEE/GB
A. Remote Vault Service - 30/5/12 Retention plan (30 Daily Backups/5 Weekly Backups/12 Monthly Backups)		
		Basic
Price for the following IDCs: Wash DC Metro (Ashburn, VA), Lithia Springs, Ga., Secaucus, N.J., and Los Angeles, Ca.		
1-500 GB Data Protected, per GB	\$/Per GB/Month	\$4.00
501-1500GB Data Protected, per GB	\$/Per GB/Month	\$3.85
1501-3000GB Data Protected, per GB	\$/Per GB/Month	\$3.71
3000-4500GB Data Protected, per GB	\$/Per GB/Month	\$3.57
Remote Vault Service- 30/5/12 Retention plan - Duplication Service Option (This option allows for the duplication of backup data in a separate geographically dispersed IDC.)		Basic
Price for the following IDCs: Wash DC Metro (Ashburn, VA), Lithia Springs, Ga., Secaucus, N.J., and Los Angeles, Ca.		



1-500 GB Data Protected, per GB	\$/Per GB/Month	\$2.57
501-1500GB Data Protected, per GB	\$/Per GB/Month	\$2.57
1501-3000GB Data Protected, per GB	\$/Per GB/Month	\$2.57
3000-4500GB Data Protected, per GB	\$/Per GB/Month	\$2.57
Remote Vault Service - Quick Restore Option (This option allows backup data currently in one of the four IDCs to be shipped, via a data storage appliance, to a separate client location or other IDCs for restoral.)		Basic
Price for the following IDCs: Wash DC Metro (Ashburn, VA), Lithia Springs, Ga., Secaucus, N.J., and Los Angeles, Ca.		
Quick Restore Option, per Restoral	\$/Per Restoral	\$3,215.00

21.0

AT&T Business Internet Service Pricing

AT&T Business Internet Service

21.1 Corporate Dial Price Plan

AT&T Business Internet Service- Corporate DIAL Price Plan

ITEM	MONTHLY RECURRING	NON-RECURRING
AT&T Business Internet Service – Corporate DIAL Price Plan		
User ID per ID (1)	\$16.08	N/A
Additional Hours in excess of 150 Hours per hour	\$1.25	N/A
"800" number dial access Surcharge	\$3.02	N/A
Out of Region Global "Roaming" Surcharge per hour	\$3.00	N/A
ISDN local dial access surcharge	\$0.60	N/A
ISDN "800" number dial access surcharge	\$3.02	N/A
Custom Mail Domain Registration per domain	N/A	\$0.00
Personal 10 MB of Web Space per ID	\$3.53	N/A

Notes:

- 1) Commercial price is for the 150 hour plan for 25 or more users
 - 2) Includes 1 User ID, 150 hours of usage, Email with 12 MB of storage, webmail and spam control.
- NSP = Not Separately Priced
 N/A = Not Applicable

21.2 AT&T Business Internet Service Credit Card Billing Service Price Plan

AT&T Business Internet Service- Credit Card Billing Service Price Plan

ITEM	MONTHLY RECURRING	NON-RECURRING
Base Plan (1)	\$5.69	N/A
Subscription Charge	\$1.50	N/A
Additional Hours in Excess of 5 Hours - per hour	\$6.00	N/A
800 Number Access Surcharge per hour	\$9.00	N/A
Out of Region Global "Roaming" Surcharge per hour	\$1.00	N/A
ISDN Local Dial Access per hour	\$4.95	N/A
Additional User Ids		

Notes:

- 1) Includes 1 User Id, 5 hours of usage, Email with 3 MB of storage and spam control. A maximum of 6 User IDs may be ordered per account. Concurrent logons are permitted.
- NSP = Not Separately Priced
 N/A = Not Applicable

ITEM	MONTHLY RECURRING	NON-RECURRING
Comprehensive Plan (1)		
Subscription Charge	\$15.07	N/A
Additional Hours in Excess of 150 Hours - per hour	\$1.50	N/A
800 Number Access Surcharge per hour	\$6.00	N/A
Out of Region Global "Roaming" Surcharge per hour	\$9.00	N/A
ISDN Local Dial Access per hour	\$1.00	N/A
Additional User Ids	N/A	N/A

Notes

- Includes 6 User Id, 150 hours of usage, Email with 12 MB of storage, 10 MB of personal web space, custom mail sub-domains, webmail and spam control. A maximum of 6 User IDs may be ordered per account. Concurrent logons are not permitted.
 NSP = Not Separately Priced
 N/A = Not Applicable

ITEM	MONTHLY RECURRING	NON-RECURRING
Premium Plan (1)		
Subscription Charge	\$17.60	N/A
Additional Hours in Excess of 150 Hours - per hour	\$.99	N/A
800 Number Access Surcharge per hour	\$6.00	N/A
Out of Region Global "Roaming" Surcharge per hour	\$4.80	N/A
ISDN Local Dial Access per hour	\$1.00	N/A
Additional User Ids	N/A	N/A

Notes:

- Includes 6 User Id, 150 hours of usage, Email with 12 MB of storage, 10 MB of personal web space, custom mail sub-domains, webmail and spam control. A maximum of 6 User IDs may be ordered per account. Concurrent logons are not permitted.
 NSP = Not Separately Priced
 N/A = Not Applicable

22.0

AT&T Digital Subscriber Line Price Plan

AT&T DSL Access Bandwidth and Monthly Service Fee

AT&T Digital Subscriber Line Price Plan

A. SDSLANDMULTIPLEIPIDSLSERVICE		
Bandwidth (Downstream/Upstream)	Technology	GSA Price w/Fee
144/144Kbps	IDSL	\$120.90
192/192Kbps	SDSL	\$120.90
384/384Kbps	SDSL	\$145.08
768/768Kbps	SDSL	\$163.22
1.1/1.1 Mbps	SDSL	\$193.94
1.5/1.5 Mbps	SDSL	\$201.50

B. SINGLE IPIDSLSERVICE		
Bandwidth (Downstream/Upstream)	Technology	GSA Price w/Fee
144/144Kbps	IDSL	\$99.95

C. ADSLOUT-OF-REGIONSERVICE		
Bandwidth (Downstream/Upstream)	Technology	GSA Price w/Fee
Standard 768/128Kbps	ADSL	\$47.06
Enhanced Up to 1.5 Mbps/Up to 384 Kbps	ADSL	\$49.95
Up to 3.0 Mbps/Up to 512 Kbps	ADSL	\$59.95
Up to 6.0 Mbps/Up to 768 Kbps	ADSL	\$79.95

D. ADSLIN-REGIONSERVICE		
Bandwidth (Downstream/Upstream)	Technology	GSA Price w/Fee
Up to 768 Kbps/Up to 384 Kbps – Dynamic IP	ADSL	\$24.95
Up to 1.5 Mbps/Up to 384 Kbps – Dynamic IP	ADSL	\$36.22
Up to 3.0 Mbps/Up to 512 Kbps – Dynamic IP	ADSL	\$38.49
Up to 6.0 Mbps/Up to 768 Kbps – Dynamic IP	ADSL	\$45.30
Up to 1.5 Mbps/Up to 384 Kbps – Single Static IP	ADSL	\$ 42.78
Up to 1.5 Mbps/Up to 384 Kbps – Multiple Static IP	ADSL	\$44.29
Up to 3.0 Mbps/Up to 512 Kbps – Multiple Static IP	ADSL	\$48.32
Up to 6.0 Mbps/Up to 768 Kbps – Multiple Static IP	ADSL	\$55.63

CUSTOMER PREMISES EQUIPMENT (“CPE”)PURCHASE PRICE		
Type of CPE/Service	Price	GSA Price w/Fee
ADSL Modem or ADSL Router Purchase	\$100.00	\$100.00
IDSL/SDSL Router Purchase	\$450.00	\$450.00
Bring Your Own (BYO)CPE Option	\$100.00	\$100.00



CUSTOMER PREMISES EQUIPMENT("CPE")PURCHASE PRICE		
Type of CPE/Service	Price	GSA Price w/Fee
Available with IDSL and SDSL Service in certain areas		\$-

SERVICESUPPORTCHARGES		
Options and Features	Charges	GSA Price w/Fee
CPE Managed Option – includes repair or replacement of the CPE	\$15 Monthly: ADSL	\$13.60
	\$40 Monthly: SDSL and IDSL	\$40.00
Domain Name Hosting - For Multiple IP Services Only - Primary DNS only-Secondary DNS is not available	\$15 Monthly	\$15.00
DNS Setup (Multiple IP Services Only)	\$ 25 onetime charge	\$25.00

ACTIVATION CHARGES		
Options and Features	Charges	GSA Price w/Fee
SDSL & Multiple IP IDSL Activation charge	\$600 (waived)	\$-
ADSL & Single IP IDSL Activation charge	\$300 (waived)	\$-
Professional Installation charge	\$200 Professional Installation- applies ONLY to Single IP ADSL orders – for customers who request a technician to do the installation or if the customer does NOT qualify for self-installation. Ineligibility for self-installation would include a customer having six or more devices on a phone line e.g. fax, phone, burglar alarm, TDD, etc.)	\$200.00
Additional Service Support Charges		
Additional Service Support Charges	Charges	GSA Price w/Fee
Additional Inside Wiring - 2 hours of wiring for IDSL and SDSL Only	\$100/per hour	\$100.00
Missed Appointment Fee	\$100	\$100.00
Service Repair/Field Technician Dispatch - Non-Managed CPE Customers Only	\$100 per visit	\$100.00
Upgrade or Downgrade of Service (change of DSL technology) – If unmanaged, customer will incur new CPE costs and technician dispatch charges would apply, if applicable (such as BYO CPE).	Note: Customer will incur costs for any new CPE needed for the new DSL Service, in the unmanaged service option, or technician dispatch charges, if applicable.	
Additional Service Support Charges		
Additional Service Support Charges	Charges	GSA Price w/Fee
Disconnect Charge/Early Termination Fee – Applies only to circuits that have been tested and turned-up. Termination Charge is applicable ONLY when the original DSL Line has been installed for less than 12months.	\$200 – ADSL and Single IP IDSL Service	\$100.75
Or the remaining monthly charges, for the first 12months, whichever is less.	\$500 – SDSL and Multiple IP IDSL Service	\$246.84

AT&T DSL Internet Service Options	
OPTION	DESCRIPTION
ADSL – Out-of-Region service (service provided using AT&T DSL suppliers) Standard Up to 768K/ Up to 128K	One IP Address Per Circuit - Dynamic or Static

Can get up to 5 attglobal.net mail boxes with a capacity of 12MB each and a file attachment of	
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OPTION	DESCRIPTION
<ul style="list-style-type: none"> Enhanced Up to 1.5M/ Up to 384K Up to 3.0M/Up to 512K Up to 6.0M /Up to 768K Always on connection High Speed Line Shared Requires an Analog AT&T Business Une-P or ILEC Phone Line Self-Installation Available Available at Commercial and Residential Locations No Inside Wiring is Provided 	<ul style="list-style-type: none"> Includes 20 hours of AT&T Business IP Dial Managed Option Available - AT&T provides the DSL modem for a recurring monthly fee which includes ongoing management and repair. It is not necessary to purchase the Modem at the time of installation, if Managed Service is ordered. Customers can NAT the ONE IP to connect multiple devices – this must be managed by them. Self-Installation- allows the end-user to install their own DSL equipment without a visit from a technician, providing they qualify for self-installation.
<ul style="list-style-type: none"> ADSL – In-Region service (service provided using AT&T owned DSL facilities in legacy SBC 12 state footprint) Up to 768K/U pto 384K (dynamic IP) Up to 1.5M/Up to 384K (dynamic or static IP) Up to 3.0M/Up to 512K (dynamic or static IP) Up to 6.0M/Up to 768K (dynamic or static IP) Always on connection High Speed Line Shared Requires an AT&T owned POTs Line Self-Installation Available for Single IP customers Professional Installation included for Multiple IP customers 	<ul style="list-style-type: none"> In-Region Service can be ordered in following twelve (12) states (IL, IN, MI, OH,WI, MO, OK, KA, AR, TXCA, and NV),subject to availability. Single and Multiple IP Addresses Available, depending on speed Single IP customers can get up to 5 attglobal.net mailboxes, Multiple IP customers can get up to 10 attglobal.net mailboxes –with a capacity of 12MB each and a file attachment of 10 MB each Includes 20 hours of AT&T Business IP Dial Managed Option Available - AT&T provides the DSL modem for a recurring monthly fee which includes ongoing management and repair. It is not necessary to purchase the Modem at the time of installation, if Managed Service is ordered. Self-Installation available for Single IP customers - allows the end-user to install their own DSL equipment without a visit from a technician, providing they qualify for self-installation. Professional Installation is included at no additional charge for customers that order Multiple IP service.
<ul style="list-style-type: none"> Single IP IDSL 144k/144k Always on connection IDSL Service allows locations to qualify for service farther away from the Central Office than does SDSL & ADSL Available at Commercial and Residential Locations 	<ul style="list-style-type: none"> One IP Address Per Circuit - Dynamic or Static Can get up to 5 attglobal.net mail boxes with a capacity of 12MB each and a file attachment of 10 MB each Includes 20 hours of AT&T Business IP Dial Managed Option Available - AT&T provides the DSL router for a regular monthly fee and provides ongoing management and repair. It is not necessary to purchase the router at the time of installation if Managed Service is ordered Bring Your Own CPE Option Available. Customers can NAT the ONEIP to connect multiple devices – this must be managed by them. Standard inside wiring is provided as part of the DSL installation. This includes 15 minutes of inside wiring work. Additional Inside Wiring is available for an additional \$100/per hour fee.*
<ul style="list-style-type: none"> SDSL & Multiple IP IDSL Connects multiple PCs (up to 29)* to the Net through a single, always on connection Increases Productivity Same high-speed access both to and from the Internet 	<ul style="list-style-type: none"> LAN Connection to the Internet Routed Connection Up to 29 Usable Static IP Addresses Available in speeds of 144/144K; 192/192K; 384/384K; 768/768K; 1.1/1.1 M; 1.5/1.5 M Multi-user customers can get up to 10 free attglobal.net mail boxes with a capacity of 12MB each & a file attachment of 10 MB each Includes 20 hours of AT&T Business IP Dial

- | | |
|---|---|
| <ul style="list-style-type: none">• Computers must be networked via an Ethernet Hub | <ul style="list-style-type: none">• Managed Option Available - AT&T provides the DSL Router for a regular monthly fee and provides ongoing management and repair. It is not necessary to purchase the Router at the time of installation, if Managed Service is ordered.• DHCP (Dynamic Host Configuration Protocol), which provides dynamic addressing, is also available with Managed Multi-user Service at no additional charge.• Bring Your Own CPE Option available in some areas. |
|---|---|

** Additional inside wiring may be required as part of the DSL installation depending on the quality of the wiring and whether the customer has special wiring requests. To qualify for Additional Inside-Wiring, the work must be completed within a two-hour time frame and the customer will be charged \$100 per hour for the Additional-Wiring.*



23.0

AT&T Professional Services (Labor Rates)



AT&T Professional Services (Labor Rates)

23.1 AT&T Site Rates

LABORCATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
0001 SYSTEMANALYST/PROGRAMMER	\$100.40	\$102.91	\$104.97	\$107.07	\$109.21
0002 SENIOR SYSTEMS ANALYST/PROGRAMMER	\$122.27	\$125.33	\$127.84	\$130.39	\$133.00
0003 PRINCIPALENGINEER/ANALYST	\$156.93	\$160.85	\$164.08	\$167.36	\$170.71
0004 ASSOCIATE MANUFACTURINGSYSTEMS ENGINEER	\$102.48	\$105.04	\$107.14	\$109.29	\$111.47
0005 SENIOR MANUFACTURINGSYSTEMS ENGINEER	\$135.26	\$138.64	\$141.43	\$144.26	\$147.14
0006 PRINCIPALMANUFACTURING SYSTEMS ENGINEER	\$169.11	\$173.34	\$176.81	\$180.35	\$183.96
0007 INFORMATIONSECURITY ANALYST	\$129.76	\$133.00	\$135.66	\$138.38	\$141.14
0008 SENIOR INFORMATIONSECURITY SPECIALIST	\$150.21	\$153.97	\$157.06	\$160.20	\$163.40
0009 PRINCIPALINFORMATIONSECURITY SPECIALIST	\$170.69	\$174.96	\$178.46	\$182.03	\$185.67
0010 SENIORENGINEER/SCIENTIST/ANALYST	\$156.93	\$160.85	\$164.08	\$167.36	\$170.70
0011 PRINCIPALENGINEER/SCIENTIST/ANALYST	\$190.82	\$195.59	\$199.52	\$203.51	\$207.58
0012 SENIOR CORPORATE CONSULTANT	\$236.78	\$242.70	\$247.57	\$252.52	\$257.57
0013 TELECOMMUNICATIONS TECHNICIAN	\$85.66	\$87.80	\$89.57	\$91.36	\$93.19
0014 NETWORK ENGINEER	\$102.61	\$105.18	\$107.28	\$109.42	\$111.61
0015 NETWORKARCHITECT	\$184.89	\$189.51	\$193.32	\$197.19	\$201.13
0016 NETWORK CONSULTANT	\$243.02	\$249.10	\$254.09	\$259.18	\$264.36
0017 TECHNOLOGY UPDATESAPPLICATIONS SUPPORT TECHNICIAN	\$95.01	\$97.39	\$99.34	\$101.33	\$103.36
0018 TECHNOLOGY UPDATESAPPLICATIONS SUPPORT ANALYST	\$126.01	\$129.16	\$131.75	\$134.38	\$137.07
0019 SUPPLEMENTALPKI SERVICES APPLICATIONS SUPPORTTECHNICIAN	\$95.01	\$97.39	\$99.34	\$101.33	\$103.36
0020 SUPPLEMENTALPKI SERVICES APPLICATIONS SYSTEMS ANALYST	\$129.67	\$132.91	\$135.58	\$138.29	\$141.06
0021 PKI PROFESSIONAL CONSULTANT	\$277.79	\$284.73	\$290.70	\$296.51	\$302.44
0022 FORMS DESIGNER	\$118.36	\$121.32	\$123.76	\$126.23	\$128.75
0023 E-COMMERCE FORMS CONSULTANT	\$224.79	\$230.41	\$235.04	\$239.74	\$244.53
0024 FORMS SYSTEMSECURITY ARCHITECT	\$184.36	\$188.97	\$192.77	\$196.62	\$200.56
0025 FORMS PROJECT MANAGER	\$243.02	\$249.10	\$254.09	\$259.18	\$264.36
0026 FORMS MANAGEMENTCONSULTANT	\$260.41	\$266.92	\$272.27	\$277.71	\$283.27
0027 TASK ORDERPROJECTMANAGER	\$142.52	\$146.08	\$149.02	\$152.00	\$155.04
0028 TECHNICALPROJECT LEAD	\$189.57	\$194.31	\$198.19	\$202.16	\$206.20
0029 TECHNOLOGY ADVISOR	\$243.02	\$249.10	\$254.09	\$259.18	\$264.36
0030 INFORMATIONSYSTEMS ANALYST	\$173.06	\$177.39	\$180.95	\$184.57	\$188.26
0031 TECHNOLOGY RESEARCHSPECIALIST	\$188.81	\$193.53	\$197.41	\$201.35	\$205.38
0032 SYSTEMS SECURITY ENGINEER	\$227.19	\$232.87	\$237.54	\$242.29	\$247.14
0033 CUSTOMERSERVICE REPRESENTATIVE	\$29.67	\$30.41	\$31.02	\$31.64	\$32.27
0034 VIDEO TELECONFERENCINGCOMMUNICATIONS TECHNICIAN	\$93.10	\$95.43	\$97.35	\$99.30	\$101.28



0035 NETWORK OPERATIONS MANAGER	\$170.13	\$174.38	\$177.88	\$181.44	\$185.06
0036 NETWORK OPERATIONSSUPERVISOR	\$116.38	\$119.29	\$121.68	\$124.12	\$126.60
0037 TASK ORDERPROJECTSUPERVISOR	\$125.33	\$128.46	\$131.04	\$133.66	\$136.33
0038 ASSOCIATE SYSTEMSANALYST/PROGRAMMER	\$69.58	\$71.32	\$72.75	\$74.21	\$75.69
0039 DOCUMENTATION/ADMINISTRATIONSUPPORTSPECIALIST	\$37.61	\$38.55	\$39.32	\$40.11	\$40.91
0040 JUNIORTECHNICALWRITER	\$61.76	\$63.30	\$64.57	\$65.86	\$67.18
0041 TRAININGSUPPORT SPECIALIST	\$92.61	\$94.93	\$96.84	\$98.77	\$100.75
0042 JUNIOR SYSTEMS ANALYST	\$56.59	\$58.00	\$59.16	\$60.34	\$61.55
0043 STAFF LOGISTICIAN,MID LEVEL	\$56.61	\$58.03	\$59.19	\$60.38	\$61.59
0044 SENIOR LOGISTICIAN	\$87.50	\$89.69	\$91.49	\$93.32	\$95.18

23.2 Government Site Rates

LABORCATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
0001 SYSTEM ANALYST/ PROGRAMMER	\$84.72	\$86.84	\$88.59	\$90.36	\$92.16
0002 SENIOR SYSTEMS ANALYST/PROGRAMMER	\$103.16	\$105.74	\$107.87	\$110.02	\$112.22
0003 PRINCIPAL ENGINEER/ANALYST	\$132.41	\$135.72	\$138.44	\$141.21	\$144.03
0004 ASSOCIATE MANUFACTURING SYSTEMS ENGINEER	\$86.45	\$88.61	\$90.39	\$92.19	\$94.04
0005 SENIOR MANUFACTURING SYSTEMS ENGINEER	\$114.11	\$116.96	\$119.30	\$121.69	\$124.12
0006 PRINCIPALMANUFACTURING SYSTEMS ENGINEER	\$142.67	\$146.24	\$149.17	\$152.15	\$155.20
0007 INFORMATION SECURITY ANALYST	\$109.46	\$112.20	\$114.45	\$116.73	\$119.07
0008 SENIOR INFORMATION SECURITY SPECIALIST	\$126.74	\$129.91	\$132.51	\$135.16	\$137.87
0009 PRINCIPAL INFORMATION SECURITY SPECIALIST	\$144.01	\$147.61	\$150.56	\$153.58	\$156.65
0010 SENIOR ENGINEER/SCIENTIST/ANALYST	\$132.41	\$135.72	\$138.44	\$141.21	\$144.03
0011 PRINCIPAL ENGINEER/SCIENTIST/ANALYST	\$142.70	\$146.27	\$149.20	\$152.19	\$155.23
0012 SENIOR CORPORATECONSULTANT	\$199.78	\$204.77	\$208.87	\$213.05	\$217.31
0013 TELECOMMUNICATIONS TECHNICIAN	\$72.27	\$74.08	\$75.57	\$77.08	\$78.62
0014 NETWORK ENGINEER	\$86.57	\$88.73	\$90.51	\$92.32	\$94.17
0015 NETWORK ARCHITECT	\$156.00	\$159.90	\$163.12	\$166.38	\$169.71
0016 NETWORK CONSULTANT	\$199.78	\$204.77	\$208.87	\$213.05	\$217.31
0017 TECHNOLOGY UPDATES APPLICATIONS SUPPORT TECHNICIAN	\$80.16	\$82.16	\$83.81	\$85.48	\$87.19
0018 TECHNOLOGY UPDATES APPLICATIONS SUPPORT ANALYST	\$106.33	\$108.99	\$111.18	\$113.40	\$115.67
0019 SUPPLEMENTAL PKI SERVICES APPLICATIONS SUPPORTTECHNICIAN	\$80.16	\$82.16	\$83.81	\$85.48	\$87.19
0020 SUPPLEMENTALPKI SERVICES APPLICATIONS SYSTEMS ANALYST	\$109.39	\$112.12	\$114.36	\$116.65	\$118.98
0021 PKI PROFESSIONAL CONSULTANT	\$234.37	\$240.23	\$245.05	\$249.95	\$254.95
0022 FORMS DESIGNER	\$99.86	\$102.36	\$104.42	\$106.50	\$108.63
0023 E-COMMERCE FORMS CONSULTANT	\$189.67	\$194.41	\$198.31	\$202.28	\$206.32
0024 FORMS SYSTEMSECURITY ARCHITECT	\$155.55	\$159.44	\$162.64	\$165.90	\$169.22
0025 FORMS PROJECT MANAGER	\$205.03	\$210.16	\$214.37	\$218.66	\$223.03
0026 FORMS MANAGEMENTCONSULTANT	\$219.70	\$225.19	\$229.70	\$234.30	\$238.98



0027 TASK ORDER PROJECT MANAGER	\$120.25	\$123.26	\$125.73	\$128.24	\$130.81
0028 TECHNICAL PROJECT LEAD	\$159.93	\$163.93	\$167.22	\$170.57	\$173.98
0029 TECHNOLOGY ADVISOR	\$205.03	\$210.16	\$214.37	\$218.66	\$223.03
0030 INFORMATIONSYSTEMS ANALYST	\$173.06	\$177.39	\$152.66	\$155.71	\$158.82
0031 TECHNOLOGY RESEARCHSPECIALIST	\$188.81	\$193.53	\$166.55	\$169.88	\$173.28
0032 SYSTEMS SECURITY ENGINEER	\$227.19	\$232.87	\$200.40	\$204.41	\$208.50
0033 CUSTOMER SERVICE REPRESENTATIVE	\$29.67	\$30.41	\$31.02	\$31.64	\$32.27
0034 VIDEO TELECONFERENCING COMMUNICATIONS TECHNICIAN	\$93.10	\$95.43	\$82.12	\$83.76	\$85.44
0035 NETWORK OPERATIONS MANAGER	\$170.13	\$174.38	\$150.08	\$153.08	\$156.14
0036 NETWORK OPERATIONS SUPERVISOR	\$116.38	\$119.29	\$102.66	\$104.71	\$106.81
0037 TASK ORDER PROJECTSUPERVISOR	\$125.33	\$128.46	\$110.55	\$112.76	\$115.02
0038 ASSOCIATE SYSTEMSANALYST/PROGRAMMER	\$69.58	\$71.32	\$72.75	\$74.21	\$75.69
0039 DOCUMENTATION/ADMINISTRATIONSUPPORTSPECIALIST	\$37.61	\$38.55	\$39.32	\$40.11	\$40.91
0040 JUNIORTECHNICALWRITER	\$61.76	\$63.30	\$64.57	\$65.86	\$67.18
0041 TRAINING SUPPORT SPECIALIST	\$92.61	\$94.93	\$96.84	\$98.77	\$100.75
0042 JUNIOR SYSTEMS ANALYST	\$56.59	\$58.00	\$59.16	\$60.34	\$61.55
0043 STAFF LOGISTICIAN,MID LEVEL	\$56.61	\$58.03	\$59.19	\$60.38	\$61.59
0044 SENIOR LOGISTICIAN	\$87.50	\$89.69	\$91.49	\$93.32	\$95.18

Notes:

- The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

24.0

RPost (Registered eMail Pricing)



RPOST(Registered eMail Pricing)

MNFCRTR	SIN	MODELNO.	CATEGORY	PRODUCT DESCRIPTION	PRICE	COUNTRY OFORIGIN	WARRANTY
RPost	132-52		Basic Service Package (MRC)	Basic Service Package - Includes up to 200 Registered E-mail message addressees per seat per month, or up to 100 megabytes of data transmitted or received per seat, whichever is reached first. Registered E-mail service usage is aggregated for all enterprise users within the account. Client software and upgrades included.			
RPost	132-52	Basic - 5		Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 1-5 Seat Blocks (100-500Seats)	\$2,285.27	US	90 Days
RPost	132-52	Basic - 10		Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 6-10Seat Blocks (501-1000Seats)	\$2,164.99	US	90 Days
RPost	132-52	Basic - 50		Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 11-50Seat Blocks (1,001-5,000Seats)	\$2,044.72	US	90 Days
RPost	132-52	Basic - 100		Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 51-100Seat Blocks (5,001-10,000Seats)	\$1,924.44	US	90 Days
RPost	132-52	Basic - 200		Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 101-200Seat Blocks (10,001-20,000Seats)	\$1,804.16	US	90 Days
RPost	132-52	Basic - 500		Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 201-500Seat Blocks (20,001-50,000Seats)	\$1,683.88	US	90 Days
RPost	132-52	Basic-Plus		Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 501+Seat Blocks (50,001Seats and above)	\$1,563.61	US	90 Days
RPost	132-52		Premium FOUC Installation Package (NRC)	Premium Installation: Includes - Enterprise service installed per mail server with client-specific and/or For Official Use Only License. This License provides the client with enhanced Official Registered E-mail service, private labeled for the client Enables administrator to set the system to handle For Official Use Only e- mail with the proper markings and storage capabilities.	\$48,110.96	US	90 Days
RPost	132-52		Labor Category	RPost Support Technician (Per Hour)	\$240.55	US	90 Days
				Extensive knowledge of e-mail systems and integration issues for standard and non-standard mail server installations.			
				Extensive knowledge of RPost software and services.			
				Provides off and on-site technical assistance.			



				Provides off and on-site system instruction.			
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MNFCRER	SIN	MODELNO.	CATEGORY	PRODUCT DESCRIPTION	PRICE	COUNTRY OFORIGIN	WARRANTY
RPost	132-52	Basic Support	Support Packages	Basic Customer Support Package- administrative account	\$721.66	US	90 Days
				E-mail support: Mean Time To Repair- 24 hours, available7			
				days a week			
				Telephone Support (2 phone calls per month not to exceed1hour per call) - 7AM x 7PM EST Monday through Friday			
RPost	132-52	Premium Support		Premium Customer Support Package - per administrative account	\$1,731.99	US	90 Days
				E-mail support: Mean Time To Repair- 12 hours, available7 days a week			
				Interactive Web Support - 7AM x 7PM EST Monday through Friday			
				Telephone Support -Unlimited calls 7AM x 7PM EST Monday through Friday			





25.0

AT&T Telepresence Solutions (ATS) Pricing

AT&T Telepresence Solutions (ATS)Pricing

DESCRIPTION	PER	MRC OR NRC	TOTAL PRICE
ATS Business Exchange - Managed			
Managed Bus Exch Set Up Per room	Per Room	NRC	\$2,643
1 Managed Bus Exch Simultaneous US Screen	per customer	MRC	\$2,176
2 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$4,352
3 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$6,529
4 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$8,705
5 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$9,068
6 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$10,881
7 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$12,695
8 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$14,508
9 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$16,322
10 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$17,128
15 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$22,669
20 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$30,225
30 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$36,270
40 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$40,300
50 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$50,375
60 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$60,450
70 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$70,525
80 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$80,600
90 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$90,675
100 Managed Bus Exch Simultaneous US Screens	per customer	MRC	\$100,750

• **Note:** Additional charges may apply for any changes to equipment or rooms once the service is installed. Please consult with your AT&T representative.

DESCRIPTION	PER	MRC OR NRC	TOTAL PRICE
ATS Business Exchange – Getaway Connect			
Bus Exch Gateway Connect US ATS Activation	Per Room	NRC	\$2,643
Bus Exch ATS US Gateway Connect Connection fee	Per Room	NRC	\$4,987
1 Bus Exch GC ATS US Simultaneous Screen	per customer	MRC	\$2,176
2 Bus Exch GC ATS US Simultaneous Screens	per customer	MRC	\$4,352
3 Bus Exch GC ATS US Simultaneous Screens	per customer	MRC	\$6,529
4 Bus Exch GC ATS US Simultaneous Screens	per customer	MRC	\$8,705
5 Bus Exch GC ATS US Simultaneous Screens	per customer	MRC	\$9,068
6 Bus Exch GC ATS US Simultaneous Screens	per customer	MRC	\$10,881
7 Bus Exch GC ATS US Simultaneous Screens	per customer	MRC	\$12,695
8 Bus Exch GC ATS US Simultaneous Screens	per customer	MRC	\$14,508



9 Bus Exch GC ATS US Simultaneous Screens	per customer	MRC	\$16,322
10 Bus Exch GCATS US Simultaneous Screens	per customer	MRC	\$17,128

DESCRIPTION	PER	MRC OR NRC	TOTAL PRICE
15 Bus Exch GCATS US Simultaneous Screens	per customer	MRC	\$22,669
20 Bus Exch GCATS US Simultaneous Screens	per customer	MRC	\$30,225
30 Bus Exch GCATS US Simultaneous Screens	per customer	MRC	\$36,270
40 Bus Exch GCATS US Simultaneous Screens	per customer	MRC	\$40,300
50 Bus Exch GCATS US Simultaneous Screens	per customer	MRC	\$50,375
60 Bus Exch GCATS US Simultaneous Screens	per customer	MRC	\$60,450
70 Bus Exch GCATS US Simultaneous Screens	per customer	MRC	\$70,525
80 Bus Exch GCATS US Simultaneous Screens	per customer	MRC	\$80,600
90 Bus Exch GCATS US Simultaneous Screens	per customer	MRC	\$90,675
100 Bus Exch GC ATS US Simultaneous Screens	per customer	MRC	\$100,750

- **Note:** Additional charges may apply for any changes to equipment or rooms once the service is installed. Please consult with your AT&T representative.

DESCRIPTION	PER	MRC OR NRC	GSA SCHEDULE PRICE
ATS Customer Owned/Leased End Points			
Managed COE HQ Activation Charge	each	NRC	\$14,363
Managed COE Remote Activation Charge	each	NRC	\$10,623
Managed ATS Service COE - Remote Exec Screen	per room	MRC	\$1,209
Managed ATS Service COE - Remote 1 Screen	per room	MRC	\$2,257
Managed ATS Service COE - Remote 3 Screen	per room	MRC	\$4,352
Managed ATS Service COE - Remote 3 Screen XL	per room	MRC	\$4,594
Managed ATS Service COE - HQ Executive Screen	per room	MRC	\$2,499
Managed ATS Service COE - HQ 1 Screen	per room	MRC	\$3,627
Managed ATS Service COE - HQ 3 Screen	per room	MRC	\$5,602
Managed ATS Service COE - HQ 3 Screen XL	per room	MRC	\$5,884

26.0

AT&T Cloud-Based Services Pricing

AT&T Cloud Based Services Pricing

AT&T Synaptic Storage as a Service Pricing

Service is billed monthly using the average usage during each month.

SERVICE	DESCRIPTION	GSAPRICE W/FEE/GB
Data Storage, Policy #1: Local Replication (/GB)	0 GB/Month to 50,000 GB/Month	\$0.225
	50,001 GB/Month to 100,000GB/Month	\$0.213
	100,001 GB/Month to 300,000 GB/Month	\$0.200
	300,001 GB/Month to 500,000 GB/Month	\$0.200
	500,001 GB/Month to 1,000,000GB/Month	\$0.175
	over 1,000,000GB/Month	\$0.150
Data Storage, Policy #1a: Erasure Coding (/GB)	0 GB/Month to 50,000 GB/Month	\$0.190
	50,001 GB/Month to 100,000GB/Month	\$0.180
	100,001 GB/Month to 300,000 GB/Month	\$0.170
	300,001 GB/Month to 500,000 GB/Month	\$0.170
	500,001 GB/Month to 1,000,000GB/Month	\$0.160
	over 1,000,000GB/Month	\$0.150
Data Storage, Policy #2: Remote Replication(/GB)	0 GB/Month to 50,000 GB/Month	\$0.225
	50,001 GB/Month to 100,000GB/Month	\$0.213
	100,001 GB/Month to 300,000 GB/Month	\$0.200
	300,001 GB/Month to 500,000 GB/Month	\$0.200
	500,001 GB/Month to 1,000,000GB/Month	\$0.193
	over 1,000,000GB/Month	\$0.165
Inbound Data Transfer, Public Internet(/GB)	0 GB/Month to 10,000 GB /Month	\$0.096
	10,001 GB /Month to 50,000GB/Month	\$0.087
	50,001 GB/Month to 150,000GB/Month	\$0.082
	Over 150,000GB/Month	\$0.077
Outbound Data Transfer , Public Internet (/GB)	0 GB/Month to 10,000 GB /Month	\$0.096
	10,001 GB /Month to 50,000GB/Month	\$0.087
	50,001 GB/Month to 150,000GB/Month	\$0.082
	Over 150,000GB/Month	\$0.077

AT&T Synaptic Compute as a Service Pricing

SERVICE	DESCRIPTION	GSA PRICE W/FEE
AT&T Synaptic Compute as a Service Pricing		
Base System Configuration Options		Basic
Virtual Machine Bundle (\$/Bundle/Hr) Unlicensed	32 bit - 1 GB RAM, 40 GB HDD Bundle	\$0.053
	32 Bit - 2 GB RAM, 80 GB HDD Bundle	\$0.106
	32 Bit - 4 GB RAM, 160 GB HDD Bundle	\$0.213
	32 Bit - 8 GB RAM, 320 GB HDD Bundle	\$0.424
	32 Bit - 15.5 GB RAM, 620 GB HDD Bundle	\$0.848
Virtual Machine Bundle (\$/Bundle/Hr) Unlicensed	64 bit - 1 GB RAM, 40 GB HDD Bundle	\$0.053
	64 Bit - 2 GB RAM, 80 GB HDD Bundle	\$0.106
	64 Bit - 4 GB RAM, 160 GB HDD Bundle	\$0.213
	64 Bit - 8 GB RAM, 320 GB HDD Bundle	\$0.424
	64 Bit - 15.5GB RAM, 620 GB HDD Bundle	\$0.848
Virtual Machine Bundle (\$/Bundle/Hr), Microsoft Windows Server	32 bit - 1 GB RAM, 40 GB HDD Bundle	\$0.077
	32 Bit - 2 GB RAM, 80 GB HDD Bundle	\$0.144
	32 Bit - 4 GB RAM, 160 GB HDD Bundle	\$0.287
	32 Bit - 8 GB RAM, 320 GB HDD Bundle	\$0.527
	32 Bit - 15.5GB RAM, 620 GB HDD Bundle	\$0.957
Virtual Machine Bundle (\$/Bundle/Hr), Microsoft Windows Server	64 bit - 1 GB RAM, 40 GB HDD Bundle	\$0.077
	64 Bit - 2 GB RAM, 80 GB HDD Bundle	\$0.144
	64 Bit - 4 GB RAM, 160 GB HDD Bundle	\$0.287
	64 Bit - 8 GB RAM, 320 GB HDD Bundle	\$0.527
	64 Bit - 15.5 GB RAM, 620 GB HDD Bundle	\$0.957
Virtual Machine Bundle (\$/Bundle/Hr), Red Hat Enterprise Linux	32 bit - 1 GB RAM, 40 GB HDD Bundle	\$0.072
	32 Bit - 2 GB RAM, 80 GB HDD Bundle	\$0.134
	32 Bit - 4 GB RAM, 160 GB HDD Bundle	\$0.240
	32 Bit - 8 GB RAM, 320 GB HDD Bundle	\$0.450
	32 Bit - 15.5 GB RAM, 620 GB HDD Bundle	\$0.881
Virtual Machine Bundle (\$/Bundle/Hr), Red Hat Enterprise Linux	64 bit - 1 GB RAM, 40 GB HDD Bundle	\$0.072
	64 Bit - 2 GB RAM, 80 GB HDD Bundle	\$0.134
	64 Bit - 4 GB RAM, 160 GB HDD Bundle	\$0.240
	64 Bit - 8 GB RAM, 320 GB HDD Bundle	\$0.450
	64 Bit - 15.5GB RAM, 620 GB HDD Bundle	\$0.881

SERVICE	DESCRIPTION	GSAPRICE W/FEE
Service Component Options		
Virtual Machine Processor (\$ per vCPU per hour)	Virtual CPUs allocated to the virtual machine.	\$0.043
Virtual Machine Memory (\$ per GB per hour)	Amount of RAM allocated to the virtual machine.	\$0.033
Virtual Machine Storage (\$ per GB per month)	System storage allocated to the virtual machine.	\$0.144
Virtual Machine Supplemental Disk Space (/GB)	NFS File Share for Virtual Machines	\$0.150
Private Library Storage(\$ per GB per month)	Storage of customer-specific virtual machine images and templates.	\$0.144
Load Balancer (\$ per virtual IP address per hour)	Local load balancer policy with a virtual IP address to distribute traffic among multiple virtual machines within the same IDC.	\$0.029
Load Balancer Traffic (\$ per GB)	Aggregate data processed through the local load balancer policy, including both inbound and outbound traffic.	\$0.019
Public IPv4 Address (\$ per IP address per hour)	Public IPv4 addresses allocated to the compute environment, billed on an hourly basis.	\$0.010
Inbound Data Transfer, Public Internet(/GB)	0 GB/Month to 10,000 GB /Month	\$0.096
	10,001 GB /Month to 50,000GB/Month	\$0.087
	50,001 GB/Month to 150,000GB/Month	\$0.082
	Over 150,000 GB/Month	\$0.077
Outbound Data Transfer, Public Internet (/GB)	0 GB/Month to 10,000 GB /Month	\$0.096
	10,001 GB /Month to 50,000 GB/Month	\$0.087
	50,001 GB/Month to 150,000 GB/Month	\$0.082
	Over 150,000 GB/Month	\$0.077
AT&T VPN Data Transfer (\$ per GB)	Aggregate data transferred into and out of the compute environment using AT&T VPN service.	\$0.096
Cloud Support: Enhanced (\$ per user per month)	Enhanced support option providing live, toll-free telephone support	\$19.092

Pricing Notes/Assumptions

Storage Pricing Tiers

1. AT&T storage charges are based on the average GB per month.
2. AT&T Storage as shown in the Storage Pricing report has a price point based on the average GB utilized per month at the end of the month.
3. Prices provided do not include VPN or private WAN connectivity.
4. If the customer purchases private network connectivity, Inbound/Outbound Data Transfer charges would not apply.

Virtual Machine Bundle Windows

1. Operating system image is automatically installed into bundled storage upon creation of the virtual machine.
2. Inbound/Outbound Data Transfer pricing assumes all access to the environment is exclusively via the Internet
3. Prices provided do not include VPN or private WAN connectivity.
4. If the customer purchases private network connectivity, Inbound/Outbound Data Transfer charges would not apply.

Virtual Machine Bundle Linux

1. Operating system image is automatically installed into bundled storage upon creation of the virtual machine.
2. Inbound/Outbound Data Transfer pricing assumes all access to the environment is exclusively via the Internet
3. Prices provided do not include VPN or private WAN connectivity.
4. If the customer purchases private network connectivity, Inbound/Outbound Data

Transfer charges would not apply.

VM Supplemental Disk Space

1. VM Supplemental Disk Space has a price point based on the average GB utilized per month at the end of the month.
2. Billing can support a minimum of hourly usage

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27.0

AT&T Internet Protect (AIP) Service Pricing



AT&T Internet Protect(AIP)Service Pricing

DESCRIPTION	MRC OR OTC	GSAPRICE W/ FEE
AT&T Internet Protect (AIP)		
AT&T Internet Protect NRC	OTC	\$115.00
AT&T Internet Protect MRC, 1-15 Users	MRC	\$1,157.47
AT&T Internet Protect MRC, 16-50Users	MRC	\$3,475.88
AT&T Internet Protect MRC, 51+ Users	MRC	Custom
Distributed Denial of Service Defense (DDoS)		
DDoS Shared NRC	OTC	\$1,158.63
DDoS Shared 1-2 Gig Protection MRC	MRC	\$3,000.84
DDoS Shared 3-4 Gig Protection MRC	MRC	\$3,406.36
DDoS Shared 5-6 Gig Protection MRC	MRC	\$4,136.29

28.0

AVPN Service with MRS Option Pricing



28.1 AT&T VPN Service

SERVICE	DESCRIPTION	GSAPRICE W/FEE
<i>A. MPLS IP and/or Ethernet Port - Fixed Rate</i>		
<i>A.1. MPLS IP and/or Ethernet Port – Recurring Charges</i>		
Port Speed		
1.5M IP	MRC	\$231.08
3M Ethernet	MRC	\$366.51
4.5M IP	MRC	\$481.10
5M IP, Ethernet	MRC	\$517.09
6M Ethernet	MRC	\$553.08
7.5M IP	MRC	\$625.53
9M Ethernet	MRC	\$691.82
10M IP, Ethernet	MRC	\$722.60
10.5M Ip	MRC	\$753.38
12M IP	MRC	\$813.52
15M IP	MRC	\$838.14
20M IP, Ethernet	MRC	\$992.98
25M IP	MRC	\$1,134.09
30M IP, Ethernet	MRC	\$1,318.77
45M IP	MRC	\$1,648.34
50M IP, Ethernet	MRC	\$1,899.78
75M IP	MRC	\$2,615.75
100M IP, Ethernet	MRC	\$3,175.93
150M	MRC	\$4,608.35
155M	MRC	\$4,715.84
200M	MRC	\$6,084.80
250M	MRC	\$7,158.75
300M	MRC	\$7,884.66
400M	MRC	\$9,335.55
450M	MRC	\$10,060.99
500M	MRC	\$10,786.43
600M	MRC	\$12,235.89
622M	MRC	\$12,524.74
700M	MRC	\$15,424.13
800M	MRC	\$16,839.02
900M	MRC	\$18,324.00
1G	MRC	\$19,797.13
2G	MRC	\$37,308.09
2.5G	MRC	\$44,607.95
3G	MRC	\$51,689.52



3.5G	MRC	\$58,546.16
4G	MRC	\$65,217.18

SERVICE	DESCRIPTION	GSAPRICE W/FEE
4.5G	MRC	\$71,729.09
5G	MRC	\$78,104.63
5.5G	MRC	\$84,357.53
6G	MRC	\$90,502.47
6.5G	MRC	\$96,549.38
7G	MRC	\$102,508.69
7.5G	MRC	\$108,386.08
8G	MRC	\$114,188.19
8.5G	MRC	\$119,922.57
9G	MRC	\$125,591.14
9.5G	MRC	\$131,200.05
10G	MRC	\$136,752.13

A.2. MPLS IP and/or Ethernet Port - Non-Recurring Charges (per each)

Port Activation Charge	NRC	\$1,000.00
Port Change Charge	NRC	\$1,000.00
Port Due Date Change	NRC	\$500.00
Port Expedite Change	NRC	\$500.00

B. MPLS Class of Service (CoS)

B.1. MPLS Class of Service (CoS) Packages: Multimedia High, Multimedia Standard

Speed		
1.5M	MRC	\$32.20
3M	MRC	\$49.72
4.5M	MRC	\$67.24
5M	MRC	\$72.45
6M	MRC	\$76.71
7.5M	MRC	\$87.60
9M	MRC	\$96.13
10M	MRC	\$101.33
10.5M	MRC	\$105.60
12M	MRC	\$114.12
15M	MRC	\$117.43
20M	MRC	\$139.22
25M	MRC	\$158.63
30M	MRC	\$184.67
45M	MRC	\$230.61
50M	MRC	\$266.12
75M	MRC	\$366.03
100M	MRC	\$444.64
150M	MRC	\$644.94
155M	MRC	\$660.09
200M	MRC	\$851.87



250M	MRC	\$1,002.45
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SERVICE	DESCRIPTION	GSAPRICE W/FEE
300M	MRC	\$1,103.79
400M	MRC	\$1,306.93
450M	MRC	\$1,408.74
500M	MRC	\$1,510.07
600M	MRC	\$1,713.21
622M	MRC	\$1,753.46
700M	MRC	\$2,159.27
800M	MRC	\$2,357.68
900M	MRC	\$2,565.56
1G	MRC	\$2,771.54
2G	MRC	\$5,222.98
2.5G	MRC	\$6,245.32
3G	MRC	\$7,236.41
3.5G	MRC	\$8,196.24
4G	MRC	\$9,130.51
4.5G	MRC	\$10,042.04
5G	MRC	\$10,934.64
5.5G	MRC	\$11,810.19
6G	MRC	\$12,670.58
6.5G	MRC	\$13,516.77
7G	MRC	\$14,351.12
7.5G	MRC	\$15,174.11
8G	MRC	\$15,986.20
8.5G	MRC	\$16,789.30
9G	MRC	\$17,582.93
9.5G	MRC	\$18,368.03
10G	MRC	\$19,145.09
B.2. MPLS Class of Service (CoS) Packages: Critical Data, Business Data Speed		
1.5M	MRC	\$16.10
3M	MRC	\$25.10
4.5M	MRC	\$33.62
5M	MRC	\$35.99
6M	MRC	\$38.36
7.5M	MRC	\$43.56
9M	MRC	\$48.30
10M	MRC	\$50.67
10.5M	MRC	\$52.56
12M	MRC	\$56.82
15M	MRC	\$58.72
20M	MRC	\$69.61



SERVICE	DESCRIPTION	GSAPRICE W/FEE
25M	MRC	\$79.55
30M	MRC	\$92.34
45M	MRC	\$115.54
50M	MRC	\$133.06
75M	MRC	\$183.25
100M	MRC	\$222.08
150M	MRC	\$322.47
155M	MRC	\$330.05
200M	MRC	\$426.17
250M	MRC	\$500.99
300M	MRC	\$552.13
400M	MRC	\$653.46
450M	MRC	\$704.13
500M	MRC	\$755.27
600M	MRC	\$856.61
622M	MRC	\$876.97
700M	MRC	\$1,079.64
800M	MRC	\$1,178.60
900M	MRC	\$1,282.78
1G	MRC	\$1,386.01
2G	MRC	\$2,611.49
2.5G	MRC	\$3,122.42
3G	MRC	\$3,618.20
3.5G	MRC	\$4,098.36
4G	MRC	\$4,565.25
4.5G	MRC	\$5,021.26
5G	MRC	\$5,467.32
5.5G	MRC	\$5,904.86
6G	MRC	\$6,335.29
6.5G	MRC	\$6,758.62
7G	MRC	\$7,175.80
7.5G	MRC	\$7,586.82
8G	MRC	\$7,993.10
8.5G	MRC	\$8,394.65
9G	MRC	\$8,791.47
9.5G	MRC	\$9,184.02
10G	MRC	\$9,572.78
B.3. MPLS Class of Service (CoS)- Non-Recurring Charges (per Port)		
CoS Activation Charge	NRC	\$100.00



CoS Package Change Charge	NRC	\$100.00
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SERVICE	DESCRIPTION	GSAPRICE W/FEE
<i>C. MPLS Unilink, Service Diversity Option, POP Diversity Options</i>		
<i>C.1. MPLS Unilink Option Speed</i>		
1.544K	MRC	\$23.20
3M	MRC	\$35.51
4.5M	MRC	\$48.30
5M	MRC	\$51.61
6M	MRC	\$54.93
7.5M	MRC	\$62.51
9M	MRC	\$68.66
10M	MRC	\$72.45
10.5M	MRC	\$75.29
12M	MRC	\$81.45
15M	MRC	\$83.81
20M	MRC	\$99.44
25M	MRC	\$113.65
30M	MRC	\$132.11
45M	MRC	\$164.79
50M	MRC	\$189.88
75M	MRC	\$261.39
100M	MRC	\$317.74
150M	MRC	\$460.74
155M	MRC	\$471.63
200M	MRC	\$608.48
250M	MRC	\$715.97
300M	MRC	\$788.42
400M	MRC	\$933.79
450M	MRC	\$1,006.24
500M	MRC	\$1,078.69
600M	MRC	\$1,223.59
622M	MRC	\$1,252.47
700M	MRC	\$1,542.27
800M	MRC	\$1,683.85
900M	MRC	\$1,832.54
1G	MRC	\$1,979.81
2G	MRC	\$3,730.90
2.5G	MRC	\$4,460.61
3G	MRC	\$5,169.00
3.5G	MRC	\$5,854.66
4G	MRC	\$6,521.86



4.5G	MRC	\$7,172.96
5G	MRC	\$7,810.32

SERVICE	DESCRIPTION	GSAPRICE W/FEE
5.5G	MRC	\$8,435.85
6G	MRC	\$9,050.48
6.5G	MRC	\$9,655.17
7G	MRC	\$10,250.87
7.5G	MRC	\$10,838.51
8G	MRC	\$11,419.06
8.5G	MRC	\$11,992.49
9G	MRC	\$12,559.30
9.5G	MRC	\$13,119.96
10G	MRC	\$13,675.40
C.2. MPLS Service Diversity Option Speed		
1.544K	MRC	\$11.36
3.088M	MRC	\$18.47
4.5M	MRC	\$24.15
5M	MRC	\$26.04
6.176M	MRC	\$27.94
7.720M	MRC	\$31.25
9.264M	MRC	\$34.57
10M	MRC	\$35.99
10.5M	MRC	\$37.88
12M	MRC	\$40.72
15M	MRC	\$42.14
20M	MRC	\$53.51
25M	MRC	\$66.29
30M	MRC	\$76.71
45M	MRC	\$97.07
50M	MRC	\$119.80
75M	MRC	\$168.10
100M	MRC	\$205.98
155M	MRC	\$275.12
200M	MRC	\$375.03
300M	MRC	\$459.79
400M	MRC	\$544.55
622M	MRC	\$730.65
C.3. MPLSPOP Diversity Option		
Speed		
1.544K	MRC	\$23.20
3.088M	MRC	\$36.46
3M	MRC	\$35.51



4.5M	MRC	\$48.30
5M	MRC	\$51.61



SERVICE	DESCRIPTION	GSAPRICE W/FEE
6M	MRC	\$54.93
7.5M	MRC	\$62.51
9M	MRC	\$68.66
10M	MRC	\$72.45
10.5M	MRC	\$75.29
12M	MRC	\$81.45
15M	MRC	\$83.81
20M	MRC	\$107.02
25M	MRC	\$132.11
30M	MRC	\$153.90
45M	MRC	\$194.15
50M	MRC	\$239.60
75M	MRC	\$335.73
100M	MRC	\$412.44
150M	MRC	\$537.45
155M	MRC	\$550.24
200M	MRC	\$750.54
250M	MRC	\$835.30
300M	MRC	\$920.06
400M	MRC	\$1,089.11
450M	MRC	\$1,173.87
500M	MRC	\$1,258.63
600M	MRC	\$1,427.68
622M	MRC	\$1,461.30
700M	MRC	\$1,845.80
800M	MRC	\$2,014.85
900M	MRC	\$2,192.42
1G	MRC	\$2,369.05
C.3. MPLS Unilink, SDO, PDO - Non-Recurring Charges		
Description		
Unilink Activation	NRC	\$100.00
Service Diversity Activation	NRC	\$500.00
Service Diversity Config Change	NRC	\$100.00
POP Diversity Activation	NRC	\$1,000.00
D. Router, Router Features, Internal CSU		
D.1. Routers - AT&T Managed, AT&T Owned		
Size		
Basic Router	MRC	\$163.47
Small Router	MRC	\$174.55
Medium Router	MRC	\$216.11
Large Router	MRC	\$410.05
XL Router	MRC	\$515.34





SERVICE	DESCRIPTION	GSAPRICE W/FEE
D.2. Routers - AT&T Managed, Customer Owned		
Size		
Basic Router	MRC	\$121.91
Small Router	MRC	\$127.45
Medium Router	MRC	\$169.01
Large Router	MRC	\$268.75
XL Router	MRC	\$313.08
D.3. Router Features - AT&T Managed, AT&T Owned		
Feature		
Additional Protocol Support - per card	MRC	\$27.71
Additional Serial Port - per card	MRC	\$24.94
Additional LAN Port - per card	MRC	\$99.74
Additional Memory up to XL- per card	MRC	\$127.45
ISDN Backup BRI – per card	MRC	\$27.71
ISDN Backup PRI – per card	MRC	\$132.99
Multicast - per router	MRC	\$1.11
D.4. Router Features - AT&T Managed, Customer Owned		
Feature		
Additional Protocol Support - per card	MRC	\$38.79
Additional Serial Port - per card	MRC	\$24.94
Additional LAN Port - per card	MRC	\$27.71
Additional Memory up to XL- per card	MRC	\$33.25
ISDN Backup BRI - per card	MRC	\$24.94
ISDN Backup PRI – per card	MRC	\$24.94
Multicast - per router	MRC	\$1.11
D.5. Router Internal CSU - AT&T Managed, AT&T Owned Port Type		
56/64 Kbps - Per Connection	MRC	\$24.94
T1 - Per Connection	MRC	\$24.94
NxT1 - Per T1	MRC	\$49.87
T3/DS3 - Per Connection	MRC	\$218.88
D.6. Router Internal CSU - AT&T Managed, Customer Owned		
Port Type		
56/64 Kbps - Per Connection	MRC	\$24.94
T1 - Per Connection	MRC	\$24.94
NxT1 - Per T1	MRC	\$24.94
T3/DS3 - Per Connection	MRC	\$36.02
D.7. Managed Router, Router Features, Router Internal CSU - Non-Recurring Charges, AT&T Owned and Customer Owned		
		Description
Router Activation - per router	NRC	\$1,500.00
Due Date Change - per router	NRC	\$750.00
Expedite - Port/CPE - per Port/CPE	NRC	\$500.00
Feature Activation - per router onsite change	NRC	\$1,500.00



SERVICE	DESCRIPTION	GSAPRICE W/FEE
E. AT&T Owned and Managed Probes (External CSU), Reports		
E.1. AT&T Owned and Managed Probes (External CSU)		
Port Type		
T1/E1	MRC	\$75.36
NxT1/E1	MRC	\$438.87
T3/DS3	MRC	\$882.17
E.2. AT&T Owned & Managed Probes (External CSU) - Non-Recurring Charges		
Description		
ActivationT1 and Under	NRC	\$1,500.00
Activation High Speed	NRC	\$1,500.00
E.3. Reports		
Type		
Network Performance Report	MRC	\$0.00
Managed Enhanced Reports	MRC	\$104.18

28.2 T1 Access for AVPN

SERVICE	DESCRIPTION	GSAPRICE W/FEE	GSAPERMILE PRICEW/FEE
A. T1 Access			
A.1. T1 Access, Region 1 - Recurring Charges			
0 Mile	MRC	\$119.69	\$0.00
1 - 5 Miles	MRC	\$150.72	\$0.00
6 - 10 Miles	MRC	\$164.91	\$0.00
11 - 20 Miles	MRC	\$204.80	\$0.00
21 - 50 Miles	MRC	\$292.58	\$0.00
50+ Miles	MRC	\$221.65	\$2.88
A.2. T1 Access, Region2 - Recurring Charges			
0 Mile	MRC	\$152.33	\$0.00
1 - 5 Miles	MRC	\$191.83	\$0.00
6 - 10 Miles	MRC	\$209.88	\$0.00
11 - 20 Miles	MRC	\$260.66	\$0.00
21 - 50 Miles	MRC	\$372.37	\$0.00
50+ Miles	MRC	\$282.10	\$3.67
A.3. T1 Access, Region3 - Recurring Charges			
0 Mile	MRC	\$155.05	\$0.00
1 - 5 Miles	MRC	\$195.25	\$0.00
6 - 10 Miles	MRC	\$213.63	\$0.00
11 - 20 Miles	MRC	\$265.32	\$0.00
21 - 50 Miles	MRC	\$379.02	\$0.00



50+ Miles	MRC	\$287.14	\$3.74
A.4. T1 Access, Region4 - Recurring Charges			
0 Mile	MRC	\$119.69	\$0.00
1 - 5 Miles	MRC	\$150.72	\$0.00
6 - 10 Miles	MRC	\$164.91	\$0.00
11 - 20 Miles	MRC	\$204.80	\$0.00
21 - 50 Miles	MRC	\$292.58	\$0.00
50+ Miles	MRC	\$221.65	\$2.88
A.5. T1 Access, Region5 - Recurring ChargesT1			
0 Mile	MRC	\$119.69	\$0.00
1 - 5 Miles	MRC	\$150.72	\$0.00
6 - 10 Miles	MRC	\$164.91	\$0.00
11 - 20 Miles	MRC	\$204.80	\$0.00
21 - 50 Miles	MRC	\$292.58	\$0.00
50+ Miles	MRC	\$221.65	\$2.88
A.6. T1 Access, Region6 - Recurring Charges			
0 Mile	MRC	\$125.13	\$0.00
1 - 5 Miles	MRC	\$157.57	\$0.00
6 - 10 Miles	MRC	\$172.40	\$0.00

SERVICE	DESCRIPTION	GSAFIXED PRICE W/FEE	GSA PER MILE PRICE W/FEE
11 - 20 Miles	MRC	\$214.11	\$0.00
21 - 50 Miles	MRC	\$305.88	\$0.00
50+ Miles	MRC	\$231.73	\$3.01
A.7. T1 Access, Region7 - Recurring Charges			
0 Mile	MRC	\$119.69	\$0.00
1 - 5 Miles	MRC	\$150.72	\$0.00
6 - 10 Miles	MRC	\$164.91	\$0.00
11 - 20 Miles	MRC	\$204.80	\$0.00
21 - 50 Miles	MRC	\$292.58	\$0.00
50+ Miles	MRC	\$221.65	\$2.88

REGION	STATES INCLUDED
REGION 1	Illinois, Indiana, Michigan, Ohio, Wisconsin
REGION 2	Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont
REGION 3	Connecticut, Delaware, District of Columbia, Hawaii, Maryland, New Jersey, Pennsylvania, Puerto Rico, Virgin Islands, Virginia, West Virginia
REGION 4	Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee
REGION 5	Arkansas, Kansas, Missouri, Oklahoma, Texas



REGION 6	Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Washington, Wyoming
REGION 7	California, Nevada

29.0

NetBond

NetBond

ITEM	SERVICE	DESCRIPTION	GSAFIXED PRICE W/FEE
212566	NetBond Minimum Bandwidth Commitment - 1M	120033	\$1,209.00
212567	NetBond Minimum Bandwidth Commitment - 3M	120033	\$1,843.73
212571	NetBond Minimum Bandwidth Commitment - 10M	120033	\$2,669.88
212568	NetBond Minimum Bandwidth Commitment - 25M	120033	\$3,508.12
212572	NetBond Minimum Bandwidth Commitment - 40M	120033	\$4,344.34
212573	NetBond Minimum Bandwidth Commitment - 100M	120033	\$7,572.37
212574	NetBond Minimum Bandwidth Commitment - 155M	120033	\$11,390.80
212575	NetBond Minimum Bandwidth Commitment - 300M	120033	\$19,543.49
212576	NetBond Minimum Bandwidth Commitment - 600M	120033	\$27,772.75
212577	NetBond Minimum Bandwidth Commitment - 800M	120033	\$33,974.92
212578	NetBond Minimum Bandwidth Commitment - 1000M	120033	\$37,472.96
212579	NetBond Minimum Bandwidth Commitment - 2000M	120033	\$69,948.71
212569	NetBond Minimum Bandwidth Commitment - 3000M	120033	\$75,490.77
212570	NetBond Minimum Bandwidth Commitment - 4000M	120033	\$88,101.04
212600	NetBond Minimum Bandwidth Commitment - 5000M	120033	\$101,050.64
212639	Overage per Kbps - 1M Minimum Bandwidth Commitment	120033	\$2.69

	SERVICE	DESCRIPTION	GSAFIXED PRICE W/FEE
212640	Overage per Kbps - 3M Minimum Bandwidth Commitment	120033	\$1.35
212580	Overage per Kbps - 10M Minimum Bandwidth Commitment	120033	\$0.18
212641	NetBond Minimum Bandwidth Commitment - 25M	120033	\$0.14
212581	Overage per Kbps - 40M Minimum Bandwidth Commitment	120033	\$0.10
212582	Overage per Kbps - 100M Minimum Bandwidth Commitment	120033	\$0.08
212583	Overage per Kbps - 155M Minimum Bandwidth Commitment	120033	\$0.07
212584	Overage per Kbps - 300M Minimum Bandwidth Commitment	120033	\$0.06
212585	Overage per Kbps - 600M Minimum Bandwidth Commitment	120033	\$0.06
212586	Overage per Kbps - 800M Minimum Bandwidth Commitment	120033	\$0.06
212587	Overage per Kbps - 1000M Minimum Bandwidth Commitment	120033	\$0.06
212588	Overage per Kbps - 2000M Minimum Bandwidth Commitment	120033	\$0.06
212642	Overage per Kbps - 3000M Minimum Bandwidth Commitment	120033	\$0.04
212643	Overage per Kbps - 4000M Minimum Bandwidth Commitment	120033	\$0.04
212644	Overage per Kbps - 5000M Minimum Bandwidth Commitment	120033	\$0.04

30.0

AT&T Content Delivery Network Services Pricing



FAMILY	SERVICE ANDMODULES	SERVICEDescription	PRICINGUNIT*	BILLING	GSAPRICE W/FEE
Kona	Kona Site Defender for Web Site Properties	Notes: Estimated monthly usage in Mbps or GB is summed for all Web Site properties. For usage over Tier 0 AT&T can provide custom pricing.			
Kona		Tier 3 – up to and including 75 Mbps or 11,000 GB per month; up to 5 sites	per contract	Monthly Fee	\$ 20,653.75
Kona		Tier-2 - up to and including 500 Mbps or 75,000GB per month; up to 10 sites	per contract	Monthly Fee	\$31,081.38
Kona		Tier 1 - up to and including 2,000Mbps or 300,000GB per month; up to 50 sites	per contract	Monthly Fee	\$48,360.00
Kona		Tier 0 - up to and including 5,000Mbps or 750,000GB per month; up to 100 sites	per contract	Monthly Fee	\$69,013.75
Kona	Kona Site Defender Additional Sites	Tier 3 – Additional Sites	Per web experience	Monthly Fee	\$987.35
Kona		Tier 2 – Additional Sites	per web experience	Monthly Fee	\$690.14
Kona		Tier 1 - Additional Sites	per web experience	Monthly Fee	\$488.64
Kona		Tier 0 – Additional Sites	per web experience	Monthly Fee	\$337.51
Kona	Kona Site Defender Entitlement Overage in Mbps (Standalone Only)	Tier 3 – Standalone Entitlement Overage	per Mbps	As Incurred	\$70.53
Kona		Tier 2 – Standalone Entitlement Overage	per Mbps	As Incurred	\$50.38
Kona		Tier 1 – Standalone Entitlement Overage	per Mbps	As Incurred	\$25.19
Kona		Tier 0 – Standalone Entitlement Overage	per Mbps	As Incurred	\$13.10
Kona	Kona Site Defender Entitlement Overage in	Tier 3 – Standalone Entitlement Overage	per GB	As Incurred	\$0.91



FAMILY	SERVICE ANDMODULES	SERVICEDESCRIPTION	PRICING UNIT*		BILLING	GSAPRICE W/FEE
Kona	GB (Standalone Only)	Tier 2 – Standalone Entitlement Overage	per GB		As Incurred	\$0.91
Kona		Tier 1 – Standalone Entitlement Overage	per GB		As Incurred	\$0.45
Kona		Tier 0 – Standalone Entitlement Overage	per GB		As Incurred	\$0.18
Kona		All Tiers - Monthly Capped Burst Fee			As Incurred	\$9,873.50
Kona	Kona Site Defender Professional Services	Standard Integration - Per Configuration - up to 2WAF Policies		1	One Time Fee	\$33,549.75
Kona	All Tiers	Managed Integration - Per Configuration - up to 2WAF Policies		1	One Time Fee	\$50,375.00
Kona		PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63
Dynamic Site Accelerator						
Aqua	Regular Site	DSA Standard (incl. 10mbps or 1,500 GB, one site, and 5 GB Net Storage, one site, 200 Site Analyzer tokens [per contract term])	per web experience	1	Monthly Fee	\$4,765.48
Aqua	Low Volume Site	DSA Standard (incl. 2 mbps or 300 GB, one site, and 5 GB Net Storage, 200 Site Analyzer tokens [per contract term])	per web experience	1	Monthly Fee	\$3,627.00
Aqua	95/5Mbps Additional Commit	Overage above base	per Mbps	Above	0	\$382.85
Aqua	Monthly Volume	DSA Additional Committed Mbps	per Mbps	1	100	\$292.18
Aqua		DSA Additional Committed Mbps	per Mbps	101	500	\$201.50
Aqua		DSA Additional Committed Mbps	per Mbps	501	2	\$115.86
Aqua		DSA Additional Committed Mbps	per Mbps	Above	2	\$56.42
Aqua	GB Delivered Additional Commit	Overage above base	per GB	Above	0	\$1.71



EFAMILY	SERVICE ANDMODULES	SERVICEDESCRIPTION	PRICINGUNIT*	BILLING	GSAPRIC W/FEE	
Aqua	Monthly Volume	DSA Additional Committed GB	per GB	1	10	\$1.31
Aqua		DSA Additional Committed GB	per GB	10.00 1	50	\$0.86
Aqua		DSA Additional Committed GB	per GB	50.00 1	100	\$0.45
Aqua		DSA Additional Committed GB	per GB	100.0 01	500	\$0.45
Aqua		DSA Additional Committed GB	per GB	Above	500	\$0.45
Aqua	DSA Additional Sites	DSA Additional Site Pricing	per web experience	1	5	\$957.13
Aqua		DSA Additional Site Pricing	per web experience	6	10	\$715.33
Aqua		DSA Additional Site Pricing	per web experience	10	100	\$478.56
Aqua	Monthly Service Fee Per Site	DSA Additional Site Pricing	per web experience	Above	100	\$241.80
Aqua		Standard Integration	per web experience	1	One Time Fee	\$8,110.38
Aqua	DSA Professional Services	Managed Integration	per web experience	1	One Time Fee	\$29,217.50
Aqua		PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63
Aqua		DSA Secure (incl. 10 mbps or 1,500GB, 5 GB Net Storage, one site, one SSL Network Access, Secure Delivery, Access Control, 200 Site Analyzer tokens [per contract term])	per web experience	1	Monthly Fee	\$6,674.69
Aqua	Regular Site	DSA Secure (incl. 2mbps or 300GB, 5 GB Net Storage, one site, one SSL Network Access, Secure Delivery, Access Control, 200 Site Analyzer tokens [per contract term])	per web experience	1	Monthly Fee	\$5,339.75
Aqua	Low Volume Site	Overage above base	per Mbps	Above	0	\$423.15
	95/5Mbps additional commit					

[PLEASE CHECK THIS TABLE.]



FAMILY	SERVICE ANDMODULES	SERVICEDESCRIPTION	PRICINGUNIT*		BILLING	GSAPRICE W/FEE	
Aqua	Monthly volume	DSA Secure Additional Committed Mbps	per Mbps	1	100	\$327.44	
Aqua		DSA Secure Additional Committed Mbps	per Mbps	101	500	\$226.69	
Aqua		DSA Secure Additional Committed Mbps	per Mbps	501	2	\$156.16	
Aqua		DSA Secure Additional Committed Mbps	per Mbps	Above	2	\$95.71	
Aqua	GB Delivered additional commit	Overage above base	per GB	Above	0	\$2.17	
Aqua	Monthly volume	DSA Secure Additional Committed GB	per GB	1	10	\$1.71	
Aqua		DSA Secure Additional Committed GB	per GB	1	50	\$1.31	
					50.00		
Aqua		DSA Secure Additional Committed GB	per GB	1	100	\$0.86	
Aqua		DSA Secure Additional Committed GB	per GB	100.0 01	500	\$0.45	
Aqua		DSA Secure Additional Committed GB	per GB	Above	500	\$0.45	
Aqua	DSA Secure Additional Sites	DSA Additional Site Pricing	per web experience	1	5	\$957.13	
Aqua		DSA Additional Site Pricing	per web experience	6	10	\$715.33	
Aqua	Additional Site Fees Exclude Additional SSL Network Access	DSA Additional Site Pricing	per web experience	10 Above	100	\$478.56	
Aqua		DSA Additional Site Pricing	per web experience	e	100	\$241.80	
	Monthly Fee Per Site						
Aqua	DSA Secure	Standard Integration	per web experience	1	One Time Fee	\$8,110.38	
	Professional Services						



FAMILY	SERVICE ANDMODULES	SERVICEDescription	PRICINGUNIT*	BILLING	GSAPRICE W/FEE	
Aqua		PS Enterprise Custom SOW	per hour	1	One Time Fee \$352.63	
Aqua	Regular Site	DSA Premier (incl. 10mbps or 1,500GB, one site, and 5 GB Net Storage, Dynamic Page Caching, Enhanced AT&T CDN Protocol, Advanced Cache Optimization,200Site Analyzer tokens [per contract term])	per web experience	1	Monthly Fee \$5,717.56	
Aqua	Low Volume Site	DSA Premier (incl. 1 2 mbps or 300 GB, one site, and 5 GB Net Storage, Dynamic Page Caching, Enhanced AT&T CDN Protocol, Advanced Cache Optimization,200Site Analyzer tokens [per contract term])	per web experience	1	Monthly Fee \$4,377.59	
Aqua	95/5 Mbps additional commit	Overage above base	per Mbps	Above	0 \$458.41	
Aqua	Monthly volume	DSA Premier Additional Committed Mbps	per Mbps	1	100 \$42.55	
Aqua		DSA Premier Additional Committed Mbps	per Mbps	101	500 \$226.69	
Aqua		DSA Premier Additional Committed Mbps	per Mbps	501	2 \$141.05	
Aqua		DSA Premier Additional Committed Mbps	per Mbps	Above	2 \$78.59	
Aqua		GB Delivered additional commit	Overage above base	per GB	Above	0 \$4.28
Aqua		DSA Premier Additional Committed GB	per GB	1	10 \$1.71	
					10.00	
Aqua		DSA Premier Additional Committed GB	per GB	1	50 \$1.31	
					50.00	
Aqua		DSA Premier Additional Committed GB	per GB	1	100 \$0.86	
Aqua		DSA Premier Additional Committed GB	per GB	100.0	01 500	
					\$0.45	





FAMILY	SERVICE ANDMODULES	SERVICEDescription	PRICINGUNIT*		BILLING	GSAPRICE W/FEE
Aqua	DSA Premier Additional Sites	DSA Premier Additional Site Pricing	per web experience	1	5	\$957.13
Aqua	Monthly Service Fee Per Site	DSA Premier Additional Site Pricing	per web experience	6	10	\$760.66
Aqua		DSA Premier Additional Site Pricing	per web experience	10	100	\$574.28
Aqua		DSA Premier Additional Site Pricing	per web experience	Above	100	\$478.56
Aqua		DSA Premier Professional Services				-
Aqua		Standard Integration	per web experience	1	One Time Fee	\$16,170.38
Aqua		Managed Integration	per web experience	1	One Time Fee	\$37,277.50
Aqua		PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63
Dynamic Site Accelerator Secure Premier						
Aqua	Regular Site	DSA Secure Premier(incl. 10mbps or 1,500 GB, 5 GB Net Storage, one site, one SSL Network Access, Secure Delivery ,Access Control, Dynamic Page Caching, Enhanced AT&T CDN Protocol, Advanced Cache Optimization, 200 Site Analyzer tokens [per contract term])	per web experience	1	Monthly Fee	\$8,563.75
Aqua	Low Volume Site	DSA Secure Premier(incl. 2 mbps or 300 GB, 5 GB Net Storage, one site, one SSL Network Access, Secure Delivery, Access Control, Dynamic Page Caching, Enhanced AT&T CDN Protocol, Advanced Cache Optimization, 200 Site Analyzer tokens [per contract term])	per web experience	1	Monthly Fee	\$7,178.44
Aqua	95/5Mbps additional commit	Overage above base	per Mbps	Above	0	\$453.38
Aqua		DSA-Secure Premier Additional Committed Mbps	per Mbps	1	100	\$403.00
Aqua		DSA-Secure Premier Additional Committed Mbps	per Mbps	101	500	\$266.99
Aqua	Monthly volume	DSA-Secure Premier Additional Committed Mbps	per Mbps	501	2	\$171.28



FAMILY	SERVICE ANDMODULES	SERVICEDESCRIPTION	PRICINGUNIT*		BILLING	GSAPRICE W/FEE
-Aqua		DSA-Secure-Premier-Additional Committed Mbps	-per Mbps	Above	-2	-\$125.94
-Aqua	GB Delivered additionalcommit	Overage above base	-per GB	Above	-0	-\$4.28
-Aqua	Monthly volume	DSA-Secure-Premier-Additional-Committed-GB	-per GB	1	-10	-\$1.71
-Aqua		DSA-Secure-Premier-Additional Committed-GB DSA-	-per GB	10.00	-50	-\$1.31
				1		
				50.00		
Aqua		Secure-Premier-Additional Committed-GB	per GB	1	100	\$0.86
-Aqua		DSA-Secure-Premier-Additional Committed-GB	-per GB	100.0-01	-500	-\$0.45
-Aqua		DSA-Secure-Premier-Additional Committed-GB	-per GB	Above	-500	-\$0.45
-Aqua	DSA-Premier Additional-Sites	DSA-Secure-Premier-Additional-SitePricing	-per web experience	-1	-5	-\$957.13
	AdditionalSiteFees Exclude SSL Network Access					
Aqua		DSA-Secure-Premier-Additional-SitePricing	per web experience	6	10	\$760.66
-Aqua	MonthlyFee-Per Site	DSA-Secure-Premier-Additional-SitePricing	-per web experience	-10	-100	-\$574.28
				Above		
Aqua		DSA-Secure-Premier-Additional-Site-Pricing	per web experience	e	100	\$478.56
-Aqua	DSA Secure Premier ProfessionalServices		-per web experience			--
-Aqua		Standard Integration	-per web experience	-1	-One Time Fee	-\$16,170.38
-Aqua		Managed Integration	-per web experience	-1	-One Time Fee	-\$37,277.50

Kona Site Defender for Web Applications (WAA, Terra Alta and Standalone)



FAMILY	SERVICE ANDMODULES	SERVICEDescription	PRICINGUNIT*		BILLING	GSAPRICE W/FEE
Kona		<i>Notes: Estimated monthly usage in Mbps or GB is summed for all Web Application. For usage over Tier 1 AT&T can provide Custom pricing.</i>				
Kona	Kona Site Defender for Web Application	Tier 3 - up to and including30,000GB per month; up to 3 applications	per contract		Monthly Fee	\$26,698.75
Kona		Tier-2 - up to and including50,000GB per month; up to 5 applications	per contract		Monthly Fee	\$33,373.44
Kona		Tier 1 - up to and including100,000 GB per month; up to 10 applications	per contract		Monthly Fee	\$46,722.81
		Tier 0 - above 100,000 GB per month; above10 applications	per contract		Monthly Fee	-
Kona	Properties					
Kona	Kona Site	Tier 3 – Standalone Entitlement Overage	per GB		As Incurred	\$1.71
Kona		Tier 2 – Standalone Entitlement Overage	per GB		As Incurred	\$1.31
Kona		Tier 1 – Standalone Entitlement Overage	per GB		As Incurred	\$0.86
Kona	Entitlement Overage in GB (Standalone Only)	Tier 0 – Standalone Entitlement Overage	per GB		As Incurred	-
Kona		All Tiers - Monthly Capped Burst Fee			As Incurred	\$9,571.25
Kona	Kona Site Defender Professional Services	Standard Integration - Per Configuration - up to 2WAF Policies		1	One Time Fee	\$32,391.13
Kona	All Tiers	Managed Integration - Per Configuration - up to 2WAF Policies		1	One Time Fee	\$48,611.88
Kona		PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63
Terra Alta Enterprise Accelerator						
Terra Alta	Enterprise Acceleration Service	1 Application	Up to 10TB	1	Monthly Fee	\$21,359.00
Terra Alta		Up to 3 Applications	Up to 30TB	1	Monthly Fee	\$38,133.88



FAMILY	SERVICE ANDMODULES	SERVICEDescription	PRICINGUNIT*		BILLING	GSAPRICE W/FEE
Terra Alta		Up to 5 Applications	Up to 50TB	1	Monthly Fee	\$47,679.94
Terra Alta		Up to 10 Applications	Up to 100TB	1	Monthly Fee	\$70,550.19
Terra Alta		>10 Applications	Custom	1	Monthly Fee	-
Terra Alta		Additional Usage Above All Tiers	per GB	1	As Incurred	\$4.28
Terra Alta	DSA Secure Premier Professional Services	Standard Integration	1 Application	1	One Time Fee	\$21,877.86
Terra Alta		Standard Integration	Up to 3 Applications	1	One Time Fee	\$48,611.88
Terra Alta		Managed Integration	1 Application	1	One Time Fee	\$43,070.63
Terra Alta		Managed Integration	Up to 3 Applications	1	One Time Fee	\$67,250.63
Terra Alta		PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63
Web Application Accelerator						
WAA		Notes: Fees areper application, each of which serves a distinct enterprise purpose and user base. Base pricing is based on one of three billing schemes and includes one of the three below: 1) 5 Mbps95/5 2) 500 GB delivered Each application fee includes up to 5GB of Net Storage, 200 Site Analyzer tokens [per contract term] and 1 SSL Network Access				
WAA	Initial SSL Network Access: This can be either Wildcard, SAN or Third					



FAMILY	SERVICE AND MODULES	SERVICE DESCRIPTION	PRICING UNIT*		BILLING	GSA PRICE W/FEE
Party. Additional fees apply for additional SSL Network Access.						
WAA		Overage per GB	per GB	1	As Incurred	\$4.28
WAA	Base Pricing	Maximum of 1xWAA Application. >1 Application requires Terra Alta	per app	1	Monthly Fee	\$7,657.00
WAA	95/5Mbps additional commit	Overage above base	per Mbps	Above	0	\$377.81
WAA	Monthly volume	WAA Additional Committed Mbps	per Mbps	1	15	\$302.25
WAA		WAA Additional Committed Mbps	per Mbps	16	50	\$251.88
WAA		WAA Additional Committed Mbps	per Mbps	51	100	\$196.46
WAA		WAA Additional Committed Mbps	per Mbps	Above	100	\$141.05
WAA	GB Delivered additional commit	Overage above base	per GB	Above	0	\$4.28
WAA	Monthly volume	WAA Additional Committed GB	per GB	1	5	\$4.28
WAA		WAA Additional Committed GB	per GB	5.001	10	\$4.28
WAA		WAA Additional Committed GB	per GB	Above	10	\$1.71
WAA	WAA Professional Services	Standard Integration	per application	1	One Time Fee	\$8,110.38
WAA		Managed Integration	per application	1	One Time Fee	\$2,921.75
WAA		PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63

IP Application Accelerator



FAMILY	SERVICE ANDMODULES	SERVICEDescription	PRICINGUNIT*	BILLING	GSAPRICE W/FEE
IPA		Notes: An application includes one hostname and one gateway region if needed.			
IPA		Pricing is based on one of three billing schemes and includes one of the three below:			
IPA		1) 100 Concurrent Users/ Max 3 mbps 95/5			
IPA		2) 3 Mbps95/5			
IPA		3) 500 GB delivered			
		China Delivery Overage: there is a 25% premium for usage over 100			
IPA		CCU or 3 Mbps or 500 GB delivered if China Delivery is used			
IPA	Base Pricing	Number of Applications (per application)	per app	1	\$8,588.94
IPA	Per application per month		per app	2	Monthly Fee \$7,631.81
IPA			per app	3+	\$6,674.69
IPA	Additional Peak CCU commit	Overage above base 3 Mbps cap	per CCU	Above 0	\$12.85
IPA	Monthly volume	per CCU 5 Mbps cap	per CCU	1 500	\$8.56
IPA		per CCU 10 Mbps cap	per CCU	501 1	\$8.56
IPA		per CCU 20 Mbps cap	per CCU	1.001 2	\$8.56
IPA		per CCU 30 Mbps cap	per CCU	Above 2	\$8.56
IPA	95/5Mbps additional commit	Overage above base	per Mbps	Above 0	\$478.56
IPA	Monthly volume	IPA Additional Committed Mbps	per Mbps	1 15	\$428.19
IPA		IPA Additional Committed Mbps	per Mbps	16 50	\$382.85



FAMILY	SERVICE ANDMODULES	SERVICEDescription	PRICINGUNIT*		BILLING	GSAPRICE W/FEE
IPA		IPA Additional Committed Mbps	per Mbps	51	100	\$342.55
IPA		IPA Additional Committed Mbps	per Mbps	Above	100	\$287.14
IPA	GB Delivered additional commit	Overage above base	per GB	Above	0	\$4.28
IPA	Monthly volume	IPA Additional Committed GB	per GB	1	5	\$4.28
IPA		IPA Additional Committed GB	per GB	5.001	10	\$4.28
IPA		IPA Additional Committed GB	per GB	Above	10	\$1.71
IPA	Additional IPAA	Additional Gateway Region Per Month	per region	1	Monthly Fee	\$2,871.38
IPA		Additional Hostname Fees	per hostname	1	Monthly Fee	\$1,914.25
IPA		IPA/SXL Standard Integration	per application	1	One Time Fee	\$8,110.38
IPA		PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63
Support Packages						
Customer Support & Consulting	This Support Package will enable support up to 4 (four) web properties per Customer contact	Priority Support	Per Customer	1	Monthly Fee	\$8,110.38
Customer Support & Consulting	This Support Package will enable support up to 4 (four) web properties per Customer contact.	Premium Support	Per Customer	1	Monthly Fee	\$40,551.88
Customer Support & Consulting		Enhanced Support SLA (when sold as an add-onto Standard Support)	Per Customer	1	Monthly Fee	\$4,861.19



FAMILY	SERVICE ANDMODULES SERVICEDESCRIPTION	PRICINGUNIT*		BILLING	GSAPRICE W/FEE
Customer Support & Consulting	Enhanced Support SLA (when sold as an add- on to Priority Support)	Per Customer	1	Monthly Fee	\$4,055.19
Customer Support & Consulting	Architecture Assessment	Per Customer	1	One Time Fee	\$32,416.31
Customer Support & Consulting	Performance Assessment	Per Customer	1	One Time Fee	\$32,416.31
Professional Services					
Customer Support & Consulting	DSA Service Management	Per Customer	1	Monthly Fee	\$4,886.38
Customer Support & Consulting	WAA Service Management	Per Customer	1	Monthly Fee	\$4,886.38
Customer Support & Consulting	WAF Service Management	Per Customer	1	Monthly Fee	\$4,055.19
Customer Support & Consulting	Kona Site Defender Service Management	Per Customer	1	Monthly Fee	\$6,548.75
Access Control					
Access Control	Recurring	per instance	1	Monthly Fee	\$669.99
Access Control	PS Standard Integration (w/refer checking, block, central auth)	per instance	1	One Time Fee	\$3,239.11
Access Control	PS Managed Integration (w/refer checking, block, central auth)	per instance	1	One Time Fee	\$4,886.38
Access Control	PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63



FAMILY	SERVICE ANDMODULES SERVICEDescription	PRICINGUNIT*		BILLING	GSAPRICE W/FEE
Advanced Cache Control					
Advanced Cache Control	Recurring	per instance	1	Monthly Fee	\$669.99
Customer Support & Consulting	PS Standard Integration	per instance	1	One Time Fee	\$3,239.11
Customer Support & Consulting	PS Managed Integration	per instance	1	One Time Fee	\$9,722.38
Customer Support & Consulting	PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63
Advanced Cache Optimization					
Advanced Cache Optimization	Recurring	per instance	1	Monthly Fee	\$669.99
Advanced Cache Optimization	PS Standard Integration	per instance	1	One Time Fee	\$3,239.11
Advanced Cache Optimization	PS Managed Integration	per instance	1	One Time Fee	\$9,722.38
Advanced Cache Optimization	PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63
Bandwidth Control					
Bandwidth Control	Monthly Recurring	per instance	1	Monthly Fee	\$5,742.75



GSAPRICE FAMILY	SERVICE AND MODULES	SERVICE DESCRIPTION	PRICING UNIT*	BILLING	W/FEE
Client Access Control					
Client Access Control		Monthly Recurring	per instance	1	Monthly Fee \$2,871. 38
Client Access Control		PS Standard Integration	per instance	1	One Time Fee \$1,627. 11
Content Targeting					
Content Targeting		Recurring	per instance	1	Monthly Fee 13
Content Targeting		PS Standard Integration	per instance	1	One Time Fee \$3,249. 19
Content Targeting		PS Managed Integration	per instance	1	One Time Fee \$9,722. 38
Content Targeting		PS Enterprise Custom SOW	per hour	1	One Time Fee 63
Net Storage					
Net Storage	Overage above base		Above per GB	0	\$8.56
Net Storage		Net Storage Additional Committed GB	per GB	1	499 \$8 56
Net Storage		Net Storage Additional Committed GB	per GB	500	999 4 28
Net Storage		Net Storage Additional Committed GB	per GB	1	1.999 \$4 28
Net Storage		Net Storage Additional Committed GB	per GB	2	2.999 \$4 28
Net Storage		Net Storage Additional Committed GB	per GB	3	5
Net Storage		Net Storage Additional Committed GB	per GB	1	1.999 \$1 76
Net Storage	Additional Monthly	Net Storage Additional Committed GB	per GB	Above	5 \$1 76



FAMILY	SERVICE AND MODULES	SERVICE DESCRIPTION	PRICING UNIT*		BILLING	GSA PRICE W/FEE
Compliance Management						
Compliance Management		Payment Card Industry Data Security Standard (PCI - DSS) - Monthly Service Fee		1	Monthly Fee	\$1,914.25
Compliance Management		On-Site Audit Module - One Time Fee	per Audit	1	One Time Fee	\$81,103.75
Site Failover						
Site Failover		Recurring	per instance	1	Monthly Fee	\$669.99
Site Failover		PS Standard Integration	per instance	1	One Time Fee	\$3,249.19
Site Failover		PS Managed Integration	per instance	1	One Time Fee	\$9,722.38
Site Failover		PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63
Site Shield						
Site Shield		Monthly Service Fee	per instance	1	Monthly Fee	\$9,722.38
Web Application Firewall (WAF)						
WAF		Notes: Estimated monthly usage in Mbps or GB is summed for all digital properties protected is used to select a price tier below. For usage over Tier 0 AT&T can provide Custom pricing.				
WAF		Tier 3 - up to and including 50 Mbps or 7,500 GB	per contract	1	Monthly Fee	\$6,674.69
WAF		Tier 2- up to and including 200 Mbps or 30,000 GB	per contract	1	Monthly Fee	\$10,024.63
WAF		Tier 1 - up to and including 1,000 Mbps or 150,000GB	per contract	1	Monthly Fee	\$13,349.38
WAF		Tier 0 - up to and including 1000 Mbps or 300,000GB	per contract	1	Monthly Fee	\$19,142.50



GSAPRICE						
WAF		All Tiers – Setup Fee	per instance	1	One Time Fee	-
WAF		WAF: Rate Control sub-module	per module	1	Monthly Fee	\$1,360.13
WAF		WAF: Custom Rules sub-module	per module	1	Monthly Fee	\$1,360.13
WAF		WAF: Real-Time Reporting sub-module	per module	1	Monthly Fee	\$1,360.13
SSL Network Access						
SSL Network Access	Enables Secure Content Delivery	SSL Network Access- Setup Fee	per instance	1	One Time Fee	\$3,274.38
SSL Network Access	SSL Network Access-Wildcard	Monthly Recurring Fee	per instance	1	Monthly Fee	\$1,914.25
SSL Network Access	SSL Network Access-SAN	Monthly Recurring Fee	per instance	1	Monthly Fee	\$2,392.81
SSL Network Access	SSL Network Access-Extended Validation SAN	Monthly Recurring Fee	per instance	1	Monthly Fee	\$2,921.75
SSL Network Access	SSL Network Access-Third Party (Wildcard/SAN Only)	Monthly Recurring Fee	per instance	1	Monthly Fee	\$1,914.25
Enhanced DNS						
Enhanced DNS		PS Standard Integration	per instance	1	One Time Fee	\$3,274.38
Enhanced DNS		PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63
Enhanced DNS		Recurring Fee (50 zones)	per instance	1	Monthly Fee	\$1,914.25
Enhanced DNS		Additional DNS - 50 zones	per instance	1	Monthly Fee	\$1,309.75
Enhanced DNS		eDNS bursting @ >5 thousand hits per second of DNS Traffic	per thousand hits/sec	1	As Incurred	\$957.13



GSAPRICE						
Enhanced DNS		eDNS bursting -Traffic > 50 Mbps	per Mbps	1	As Incurred	\$0.03
Enhanced DNS	Enhanced DNS - Add on Modules (only for Customers serving zones with DNSSEC signed top levels)					-
Enhanced DNS	Sign and Serve DNSSEC					-
Enhanced DNS		PS Standard Integration	per instance	1	One Time Fee	\$3,249.19
Enhanced DNS		PS Enterprise Custom SOW	per hour	1	One Time Fee	\$302.25
Enhanced DNS		Recurring Fee (up to 50 zones)	per instance	1	Monthly Fee	\$4,533.75
Enhanced DNS		Additional DNS - 50 zones	per instance	1	Monthly Fee	\$4,533.75
Enhanced DNS	Serve DNSSEC					-
Enhanced DNS		PS Standard Integration	per instance	1	One Time Fee	\$3,249.19
Enhanced DNS		PS Enterprise Custom SOW	per hour	1	One Time Fee	\$352.63
Enhanced DNS		Recurring Fee (up to 50 zones)	per instance	1	Monthly Fee	\$1,914.25
Enhanced DNS		Additional DNS - 50 zones	per instance	1	Monthly Fee	\$1,460.88
Global Traffic Management						
Global Traffic Management	Per Data Center, per month: Minimum 2x Data Center	Customer may select one of the following configurations:				



FAMILY	SERVICE ANDMODULES	SERVICEDescription	PRICINGUNIT*		BILLING	GSAPRICE W/FEE
Global Traffic Management	Failover	PS Standard Integration GTM Failover Integration (2 datacenters)	per integration	1	One Time Fee	\$3,249.19
Global Traffic Management		GTM Failover recurring (per datacenter)	per data center	1	Monthly Fee	\$1,460.88
Global Traffic Management	IP Intelligence	PS Standard Integration GTM IP Intelligence Integration	per integration	1	One Time Fee	\$3,249.19
Global Traffic Management		GTM IP Intelligence recurring (per data center)	per data center	1	Monthly Fee	\$1,914.25
Global Traffic Management	Weighted	PS StandardIntegrationGTMWeighted Integration (2 data centers)	per integration	1	One Time Fee	\$3,249.19
Global Traffic Management		GTMWeighted config recurring (per data center)	per data center	1	Monthly Fee	\$2,921.75
Global Traffic Management	Performance	GTM Performance config recurring (per data center)	per integration	1	One Time Fee	\$3,249.19
Global Traffic Management		PS StandardIntegrationGTMWeighted Integration (2 data centers)	per data center	1	Monthly Fee	\$3,828.50
Ipv6 Non-Secure						
Customer Support & Consulting		Ipv6 Non-Secure Module	per contract	1	Monthly Fee	\$2,871.38
Customer Support & Consulting		PS StandardIntegrationFee	per instance	1	One Time Fee	\$4,886.38
Akamai Media Delivery- HD NETWORK						



FAMILY	SERVICE ANDMODULES	SERVICE DESCRIPTION	PRICING UNIT*		BILLING	GSA PRICE W/FEE
	HD Network(HD Streaming for Live & On Demand)	HD Network Solution: Includes (i) accessto the HD Client, (ii) access to the HD Network Player Component code underthe terms set forth at www.akamai.com/product/licenses , and (iii) Custome rPortal access credentials for HD network for delivery of HD On Demand Streaming and/or HD Live Streaming (in Universal Streaming and/or Smooth HD).	per GB	150	299	\$9.81
	HD Network(HD Streaming for Live & On Demand)		per GB	300	449	\$7.35
	HD Network(HD Streaming for Live & On Demand)		per GB	450	749	\$4.45
	HD Network(HD Streaming for Live & On Demand)		per GB	750	1499	\$3.00
	HD Network(HD Streaming for Live & On Demand)		per GB	1500	2249	\$2.84
	HD Network(HD Streaming for Live & On Demand)		per GB	2250	2999	\$2.46
	HD Network(HD Streaming for Live & On Demand)		per GB	3000	3749	\$2.30
	HD Network(HD Streaming for Live & On Demand)		per GB	3750	4999	\$2.05
	HD Network(HD Streaming for Live & On Demand)		per GB	5000	5999	\$1.92
	HD Network(HD Streaming for Live & On Demand)		per GB	6000	7499	\$1.82
	HD Network(HD Streaming for Live & On Demand)		per GB	7500	8499	\$1.72



FAMILY	SERVICE ANDMODULES	SERVICEDESCRIPTION	PRICING UNIT*		BILLING	GSAPRICE W/FEE
	HD Network(HD Streaming for Live & On Demand)		per GB	8500	9999	\$1.63
	HD Network(HD Streaming for Live & On Demand)		per GB	10000	11249	\$1.53
	HD Network(HD Streaming for Live & On Demand)		per GB	11250	14999	\$1.43
	HD Network(HD Streaming for Live & On Demand)		per GB	15000	29999	\$1.28
	HD Network(HD Streaming for Live & On Demand)		per GB	30000	49999	\$1.22
	HD Network(HD Streaming for Live & On Demand)		per GB	50000	74999	\$1.18
	HD Network(HD Streaming for Live & On Demand)		per GB	75000	99999	\$1.14
	HD Network(HD Streaming for Live & On Demand)		per GB	10000	124999	\$1.10
	HD Network(HD Streaming for Live & On Demand)		per GB	125000	149999	\$1.05
	HD Network(HD Streaming for Live & On Demand)		per GB	Above	150000	\$1.01
	HD Network Professional Services	Standard Integration, Streaming or Downloads				\$2,575.31
	HD Network Professional Services	Content Targeting		per month		\$2,146.09



FAMILY	SERVICE ANDMODULES	SERVICEDescription	PRICINGUNIT*		BILLING	GSAPRICE W/FEE
	HD Network Professional Services	Player Verification	per month			\$2,146.09
	HD Network Professional Services	Token Authentication	per month			\$2,146.09
	HD Network Professional Services	Media Encryption- Flat Fee with Overage	per month			\$2,146.09
	HD Network Professional Services	per GB		delivery cost		-
	HD Network Professional Services	Overage	per GB	35%of streaming delivery cost		-
	Stream Packaging	Optional module for Universal Streaming. Provides delivery format adaptation to reach Flash and iDevices	Total Hours Played per month			-
	Stream Packaging		per Hour	0	99999	\$1,802.72
	Stream Packaging		per Hour	100000	99999	\$2,832.85
	Stream Packaging		per Hour	1000000	4999999	\$6,609.97
	Stream Packaging		per Hour	5000000	9999999	\$10,558.79
	Stream Packaging		per Hour	10000000	49999999	\$41,634.24
	HD Network Professional Services	Emergency Integration (for Standard)	per hour			\$8,584.38
	HD Network Professional Services	Emergency Enterprise - Custom SOW	per hour			\$386.30

31.0

AT&T Network Aggregation Service Pricing



BANDWIDTH (DOWNSTREAM/UPSTREAM)	DOWNSTREAM	UPSTREAM	PRICING DESCRIPTION	GSAPRICEW/FEE
Fast Access Business DSL Direct - Static IP	Up to 1.5M	Up to 256k	Express Static	\$50.38
Fast Access Business DSL Direct Plus - Static IP	Up to 3.0M	Up to 384k	Pro Static	\$55.41
2ndL ADSL Up to 1.5/Up to 384 DIRECT, Out of Region static	Up to 1.5M	Up to 384k	Out of Region Direct Static	\$74.76
Broadband 1.5M/384K-1M Static	Up to 1.5M	Up to 384k-1m	Static	\$50.37
AT&T High Speed Internet Business Express Static	Up to 1.5M	Up to 384k	Express Static	\$60.45
AT&T High Speed Internet Business Direct Express Static	Up to 1.5M	Up to 384k	Express Static Direct	\$70.53
ShL ADSL Up to 1.5/Up to 384,COVAD	Up to 1.5M	Up to 384k	Shared Line Out of Region COVAD	\$49.87
ADSL 1500 x 256	Up to 1.5M	Up to 256k	ADSL	\$61.09
ADSL 1500 x 384	Up to 1.5M	Up to 384k	ADSL	\$52.52
ADSL 3000 x 768	Up to 3.0M	Up to 768k	ADSL	\$59.56
ADSL+ 3000 x 768	Up to 3.0M	Up to 768k	ADSL+	\$115.75
DDSL 1500 x 384	Up to 1.5M	Up to 384k	DDSL	\$57.88
DDSL 5000 x 896	Up to 5.0M	Up to 896k	DDSL	\$102.10
DDSL+ 1500 x 384	Up to 1.5M	Up to 384k	DDSL+	\$76.10
1.5M x 384k	Up to 1.5M	Up to 384k	Extended Cable	\$63.24
27.0M x 7.0M	Up to 27.0M	Up to 7.0m	Extended Cable	\$137.19
3.0Mx512k	Up to 3.0M	Up to 512k	Extended Cable	\$56.37
30.0Mx4.0M	Up to 30.0M	Up to 4.0m	Extended Cable	\$57.88
50M x 8.0M	Up to 50.0M	Up to 8.0m	Extended Cable	\$90.03
7.0M x 768k	Up to 7.0M	Up to 768k	Extended Cable	\$81.46
Enhanced ADSL Up to 1.5 Mbps/Up to 384 Kbps, Out of Region	Up to 1.5M	Up to 384k	Out of Region	\$49.82



ADDITIONALSERVICESUPPORTCHARGES	GSAPRICE W/FEE
AT&T Tier 1 Help Desk	\$9.97
AT&T Broadband Provisioning& Enablement	\$99.74
AT&T Extended Cable activation Charge	\$149.61
Customer Premises Equipment ("CPE") Purchase Price	

TYPEOFCPE/SERVICE	GSAPRICE W/FEE
Bring Your Own (BYO) CPE Option	\$99.74
Service Support Charges	

OPTIONS ANDFEATURES	GSAPRICE W/FEE
CPE Managed Option – includes repair or replacement of the CPE	\$13.60
Activation Charges	

OPTIONS ANDFEATURES	GSAPRICE W/FEE
ADSL & Single IP IDSL Activation charge	\$0.00
Professional Installation charge	\$199.49

ADDITIONALSERVICESUPPORTCHARGES	GSAPRICE W/FEE
Missed Appointment Fee	\$99.74
Service Repair/Field Technician Dispatch- Non-Managed CPE Customers Only	\$99.74

ADDITIONALSERVICESUPPORTCHARGES	GSAPRICE W/FEE
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Disconnect Charge/Early Termination Fee – Applies only to circuits that have been tested and turned-up. Termination Charge is applicable ONLY when the original DSL Line has been installed for less than 12 months.	\$100.75
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32.0

General Terms and Conditions

General Terms and Conditions

The following terms and conditions shall apply to the provision and use of the products and services (individually a "Service" and collectively the "Services") provided pursuant to the additional terms and conditions which contain more specific terms and conditions for individual services.

1.0 INTRODUCTION

- 1.1 Overview of Documents. This General Terms and Conditions 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 Task Order document that is later executed by the parties. 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 Guidebook can be found at att.com/service publications 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/service publications 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; these General Terms and Conditions ;the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.
- 1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

2.0 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 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 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.

3.0 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, wire ways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.
- 3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.
- 3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.
- 3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4.0 PRICING AND BILLING/TERM

- 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 for thin the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply.
- 4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid

exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

- 4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges).
- 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.
- 4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.
- 4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.
- 4.7 **Term and Exercise of Option Periods.** The term of an Price Schedule or Task Order is for a 12-consecutive month period; in the event a Customer places an order which includes a term or period of performance greater than twelve months (an Option Period) any additional years or option ordering periods shall be by bilateral agreement only and AT&T reserves the right to decline an option ordering period at its discretion.

5.0 CONFIDENTIAL INFORMATION

- 5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.
- 5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

- 5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.
- 5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6.0 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 CLAIMOR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

- 6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.
- 6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.
- 6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTY OF MERCHANTABILITY, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF 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.

7.0 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 **Reserved**

- 7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.
- 7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.
- 7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8.0 SUSPENSION AND TERMINATION

8.1 Reserved

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 affect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

- e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.
- g) AT&T may discontinue providing a Service to customers upon twelve (12) months' notice, or a Service Component upon thirty (30) calendar days' notice, unless a different written notice period is provided in the applicable Pricing Schedule.

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 other than for cause in accordance with the Agreement AT&T will be entitled to recover its termination costs in accordance with FAR 52.212-4(l).

9.0 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.

10.0 MISCELLANEOUS PROVISIONS

- 10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.
- 10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.
- 10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.
- 10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.
- 10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. 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 contract with a local service provider to provide the Service, but AT&T will remain responsible to Customer for its obligations hereunder. 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 under the Anti-Deficiency Act or any other applicable statute, 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 in accordance with the Contract Disputes Act.

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 federal law, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

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

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

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

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

11.0 DEFINITIONS

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

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

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

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

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

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

"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.

33.0

ADDITIONAL TERMS AND CONDITIONS FOR AT&T MANAGED INTERNET SERVICE

Additional Terms and Conditions–AT&T Managed Internet Service

DEFINITIONS

- A. Capitalized terms used but not defined in these Additional Terms and Conditions – AT&T Managed Internet Service (“Attachment”) are defined elsewhere in the Agreement.
- B. “Service” means each Service You order under this Attachment, as more fully described in the Service Guide.
- C. The “Service Guide” consists of the standard AT&T service descriptions and other information relating to each of the Services offered under this Attachment ,as amended from time to time, and is located at <http://serviceguidenew.att.com/> or such other designated location (the “Service Guide”).
- D. Except as specified below, the “Service Activation Date” for a Service means the date Your Service is activated, as more fully described in the Service Guide.
- E. “Scheduled Service Activation Date” for each Service is the date scheduled by AT&T for Your Service to be activated, as may be specified in the Sales Order for Your Service.
- F. “Initial Service Period” for each Service is the Service Period stated on such Services’ Pricing Schedule that is attached to this Agreement. The Initial Service Period begins on the Service Activation Date of such Service and restarts upon upgrades to such Service.
- G. “Service Period” for each Service is the Initial Service Period for such Service and all applicable Renewal Service Periods.
- H. “Sales Order” for each Service details specific provisioning related information for Your order and is completed after the signature of the Agreement, in consultation with You. It is usually completed during any AT&T technical interviews for the Service.

PRICING, RENEWALS, ORDERS ANDBILLING

- A. The pricing for each Service during the Initial Service Period, including any discounts or discount plans, are shown on each Service’s Pricing Schedule and are fixed for the Initial Service Period
- B. All Sales Orders shall be for an Initial Service Period of at least one year, unless otherwise agreed between us in the order.
- C. The options and features of each Service which apply to you are contained in a Sales Order or any similar document used for provisioning Your Service. Additional orders of Service by You shall not be deemed a supplement or modification of this Agreement and shall be subject to the terms of this Agreement. Terms and conditions on any non- AT&T order form shall not apply.
- D. Unless otherwise specified on Your Pricing Schedule, billing for any Service You order will begin on the Service Activation Date of the Service. However, if by your actions or omissions the Service Activation Date for Your Service does not occur by the Scheduled Service Activation Date, billing will begin on the day after the Scheduled Service Activation Date for such Service.

RESPONSIBILITIES OF THE PARTIES

- A. AT&T shall provide Service to You in accordance with the Service Guide, as the same may be revised from time to time.
- B. Any of the AT&T Security Services which You may order, such as Managed Firewall Services, are intended for use in conjunction with a single AT&T- approved Internet connection to Your network. AT&T does not monitor other additional Internet connections which may be maintained by you unless AT&T Security Services are ordered for the connections in question. You acknowledge and understand that multiple Internet connections, unless protected by an Internet security product or service, may significantly decrease your overall network

security level. To the extent you deem necessary, you will implement security procedures and controls necessary to limit access to the Service and you will maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data or programs. AT&T SECURITY SERVICES SUCH AS MANAGED FIREWALL SERVICE (MFWS) AND MANAGED INTRUSION DETECTION SERVICE (MIDS) DO NOT GUARANTEE NETWORK SECURITY OR PREVENT SECURITY INCIDENTS. AT&T ACCEPTS NO RESPONSIBILITY NOR ANY LIABILITY FOR THE SECURITY OF YOUR ELECTRONIC ENVIRONMENT, WHETHER OR NOT AT&T HAS INSTALLED ANY INTERNET SECURITY EQUIPMENT OR SERVICE.

- C. Except for IP addresses expressly registered in Your name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and You shall have no right to use such IP addresses upon termination or expiration of this Service Order Attachment.
- D. You shall arrange for and timely provide the necessary access to any rights of way, equipment space, conduit, electrical power and environmental conditions which AT&T deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to AT&T. AT&T will also have the right to obtain access to any of its wiring installed in any conduit provided by You at any splice or junction box. You also agree to provide AT&T with a safe place to work and to protect all AT&T facilities against fire, theft, vandalism or other casualty.
- E. You shall be responsible for compliance with all governmental and third party requirements relating to such equipment space and conduit.
- F. You agree to comply, and to use best efforts to cause all Users to comply, with United States law regarding the transmission of technical data and Software which is exported from the United States.
- G. AT&T will not provide support directly to nor interface with any User. You are responsible for (i) selecting the Users that You permit to access each Service; (ii) implementing with Your Users appropriate terms, conditions, and measures to ensure that all Users comply with the terms and conditions of the Agreement; (iii) establishing Your Users' rights to access each Service; (iv) providing training, copying, installing and distributing any Software (and updates, if any) to Your Users; and (v) in the case of any Service You are permitted to resell under this Attachment, billing and collecting any amounts You elect to charge Your Users in connection with such service.
- H. The parties agree to comply with privacy laws applicable to their respective businesses. Customer shall obtain any User consents legally required relating to handling of User data. If Customer believes that, in the course of providing Services under this Agreement, AT&T will have access to data Customer does not want AT&T personnel to comprehend, Customer should encrypt such data so that it will be unintelligible.

EQUIPMENT AND SOFTWARE

- A. Equipment (including all fiber optic or other facilities) and Software provided to You by AT&T for use in conjunction with the Service (collectively, "Equipment"), if any, will be subject to the terms, conditions and licenses set for this Attachment in the Service Guide.
- B. You, at your own expense, will provide in a timely manner:
 - (i) An equipment room environmentally compliant with local laws and other environmental conditions as specified by AT&T;
 - (ii) Reasonable access to the Equipment at times specified by AT&T;
 - (iii) Adequate workspace, heating/cooling, light, ventilation, and electrical outlets and (iv) for any Service which requires a telephone line, as detailed in the Service Guide, you shall also make available to AT&T for diagnostic purposes a local exchange carrier dedicated inbound telephone (POTS) line, which shall not be used by you for any other purpose while Service is being provided. You shall also arrange for and timely provide the necessary access to any rights of way, which AT&T deems necessary to provide, maintain or

remove the facilities required for any of the Services on all applicable premises without charge or cost to AT&T. Equipment shall not be removed, relocated, modified, interfered with, or attached to non- AT&T equipment by You without prior written authorization from AT&T.

- C. Except for Purchased Equipment, all rights, title and interest to Equipment will remain with AT&T or its suppliers, as the case may be. You will, however, be liable for risk of loss to such Equipment on Your premises and repair charges or the replacement cost of such Equipment if it is damaged or lost, unless caused by AT&T or its agents or suppliers.
- D. Title to, and risk of loss of, Equipment, including associated software, purchased by You under this Agreement (collectively, "Purchased Equipment"), will pass to You as of the delivery date, upon which date, AT&T will have no further obligations of any kind (including without limitation operation and maintenance) with respect to that Purchased Equipment. AT&T hereby assigns software licenses for Purchased Equipment to You, and You agree to be bound by the terms of those licenses. AT&T retains a purchase money security interest in each item of Purchased Equipment until You pay for it in full; You appoint AT&T as Your agent to sign and file a financing statement to perfect AT&T's security interest.
- E. On termination of the applicable Service, You will return all Equipment (other than fully-paid for Purchased Equipment) in the same condition as originally installed, ordinary wear and tear to the premises to its original condition. If You do not return the Equipment to an AT&T specific address, then You shall be liable for its purchase price (if Purchased Equipment) or then-current market value (if other than Purchased Equipment) excepted, or You will pay for restoration of the Equipment to such condition. AT&T will not be obligated to restore.
- F. ALL EQUIPMENT AND THIRD PARTY SOFTWARE PROVIDED HEREUNDER IS PROVIDED ON AN "AS IS" BASIS AND YOU ASSUME THE RISK ASSOCIATED WITH USE, REPAIR AND MAINTENANCE OF SUCH EQUIPMENT AND SOFTWARE.

MIS Service Components/Capabilities

MIS Port

An MIS Port provides the connection to the AT&T Network. The Port speed is the maximum rate for transmission of data through the Port.

Domain Name System (DNS) Administration

AT&T will host Customer's IP addresses or domain names for up to 15 primary and/or secondary (the same domain counts as both primary and secondary) DNS zones (15 domain names per circuit or per each NxT1 circuit bundle). If Customer establishes its own primary DNS, AT&T will host secondary DNS only. Customer must pay to the registrar all domain registration fees related to registration and use of domain names. AT&T will not host domains that are not owned by Customer. Once Customer's DNS is established, Customer must self-administer its DNS for all existing zones using AT&T's web-based DNS Provisioning Tool, which permits Customer to view, add, delete or update its DNS records and add new domains. (Customer may not use the DNS Provisioning Tool to obtain IP block assignments.) AT&T also operates "resolving" or "caching" DNS servers that Customer may use for domain name look-ups by Customer's in-house systems (PCs, mail servers, etc.) connected to the Service. This domain name look-up service is only available if AT&T is providing primary DNS or primary and secondary DNS to Customer and if Customer does not have its own DNS server(s), and it may not be used by Customer's spam detection software for querying spam block lists. For a separate charge, AT&T may provide additional DNS Administration in blocks of up to 15 additional primary or secondary DNS zones.

Customers may not make more than 500 DNS queries per second.

AT&T will only provide DNS Administration, including domain name look-ups, directly to Customer and not to downstream providers (including Internet Service Providers, Internet Access Providers, Application Service Providers and resellers) or to any third parties given access to Service by Customer.

Customers running their own DNS Servers or relying on third parties to host their forward domain names must use their or the third party's DNS Servers for this purpose, and those Servers may not be configured to forward DNS queries to AT&T DNS Servers.

Customers running their own DNS Servers or relying on third Parties to run DNS Servers must ensure that the servers are configured to only answer queries from local, known and/or trusted sources ("Permitted Sources"). If AT&T determines that a Customer is operating what is commonly known as an Open DNS Resolver or open DNS Proxy which is one that answers queries from sources other than Permitted Sources, AT&T reserves the right to block at any time the affected traffic without any notice to the Customer.

Customer will be required to reconfigure the DNS Servers to only answer queries from Permitted Sources.

Additional DNS Provides Customers with administration of up to 15 additional DNS zones. Customers may select primary DNS or secondary DNS. An additional monthly charge applies. Multiple orders of Additional DNS, for the corresponding monthly charge, are available.

Network Usage Reports

Customer will have online access to traffic summary reports that track access line utilization as a percentage of the available bandwidth. Daily graphical reports display the inbound and outbound traffic profile in 15- minute increments (except for usage-based circuits, for which 5- minute increments are displayed) and peak and average traffic statistics of the day. Weekly and monthly graphical reports display the inbound and outbound traffic profile, and peak and average traffic statistics, for the selected reporting period.

Network Practices

AT&T engineers its dedicated Internet access services to provide a high-quality Internet experience for its customers. AT&T does not favor certain Internet applications by blocking, throttling or modifying particular protocols, protocol ports, or protocol fields in ways not prescribed by the protocol standards. However, AT&T proactively monitors its network to guard against a wide range of security threats, including viruses, botnets, worms, SPAM, distributed denial of service attacks and other malicious or harmful activity. In the event AT&T detects a security threat, it will typically attempt to isolate that threat and prevent it from spreading across its network or to other networks. We may use a variety of security measures to prevent the spread of a threat, which may include temporarily limiting the flow of traffic over some portions of its network or taking other actions to address the threat. AT&T attempts to limit those actions to the specific portions of its network or customer base impacted by the security threat and for only as long as necessary to mitigate the threat.

Privacy Policy

AT&T maintains a comprehensive Privacy Policy that applies to all uses of AT&T's products and services, as well as the use of its website. This Privacy Policy identifies and describes the way AT&T uses and protects the information it collects about customers and users. AT&T's Privacy Policy is available at att.com/privacy.

34.0

Additional Terms and Conditions – AT&T Dedicated Hosting Services – Managed Services

Additional Terms and Conditions–AT&T Dedicated Hosting Services – Managed Services

Hosting Services

These Additional Terms and Conditions – AT&T Dedicated Hosting Services – Managed Services (“Attachment”), together with the Additional Terms and Conditions – AT&T Managed Internet Service, set forth the terms and conditions (“Agreement”) pursuant to which AT&T will provide AT&T Dedicated Hosting Services which the Government customer (“You” and “Your”) now orders or subsequently orders during the term of AT&T’s IT Schedule contract with the General Services Administration. AT&T Synaptic Hosting service is covered under the AT&T Dedicated Hosting service umbrella.

Definitions

- A. “Customer Equipment” refers to any of Your Equipment which AT&T allows You to place in Your Space.
- B. “Contract Term” refers to the period which begins on the Effective Date and continues until the end of the Service Period.
- C. “Data Center” refers to specific AT&T facility where Your Space, Equipment or Service is located or provided.
- D. “Equipment” collectively refers to any items (including all fiber optic or other facilities) and Software provided by AT&T for use in conjunction with Your Service.
- E. The “Implementation Date” is the date when Your equipment is physically installed and supplied with Internet bandwidth, regardless of whether Your Content or any software You are using has been deployed.
- F. The “Initial Service Period” for each Service is the Service Period stated on the first page of this Attachment. The Initial Service Period begins on the Service Activation Date of such Service.
- G. The “Installation Date Letter” refers to the initial letter which AT&T shall send You via email or other method which details the projected Implementation Date or Site Readiness Date for Your Service.
- H. “Lease” refers to the lease agreement between AT&T, and any of its Affiliates, and the landlord or landlords where AT&T maintains a Data Center.
- I. “Purchased Equipment” refers to all Equipment, including associated software, purchased by You from AT&T, or its Affiliates, under this Agreement.
- J. “Service” means the Dedicated Hosting services You order under this Attachment, as more fully described in the Service Guide.
- K. “Service Activation Date” for each Service is either the Implementation Date or the Site Readiness Date, whichever date occurs first.
- L. The “Service Period” begins on the Initial Service Period for the Service and continues through all applicable Renewal Service Periods, or until the Service is terminated, whichever occurs later.
- M. “Site” refers to each Data Center where Your Service is located.
- N. The “Site Readiness Date” for AT&T Dedicated Hosting Customer Managed Collocation Service Customers is the date when Your Space is ready for equipment deployment. AT&T shall notify You of this date in advance via email or other method.
- O. “Space” refers to the collocation space within any of the Data Centers which AT&T designates for Your use and is described in the Pricing Schedule.
- P. The “Statement of Work” contains the specific configuration and other relevant details of Your Service.

Pricing, Renewals, Orders and Billing

- A. The pricing for the Service during the Service Period, including any discounts or discount plans, is shown on the Pricing Schedule and is fixed for the Service Period.
- B. The Initial Contract Term begins on the Effective Date and, if applicable, ends on the anniversary of the Service Activation Date, unless terminated earlier in accordance with the provisions hereof.
- C. Reserved
- D. The options and features of each Service which apply to You are contained in a Statement of Work or other similar documents, which are completed by AT&T in consultation with You. Additional riders of Service by You shall not be deemed a supplement or modification of this Agreement and shall be subject to the terms of this Agreement.
- E. Unless You have selected the Reservation Option, any of the charges for each Site of Your Service accrue on the Service Activation Date for the Site.
- F. Under the Reservation Option, You will be billed according to the rates specified in the Pricing Schedule, until the Service Activation Date of Your Service.

Termination

- A. You will be responsible for payment of all charges under a terminated contract incurred as of the effective date of termination, as set forth herein ,except to the extent inconsistent with FAR 52.212-4(l). The provisions which by their nature would survive termination of the terms and conditions will survive any termination of these terms and conditions.
- B. If for any reason other than Your act or omission or a force majeure event (as described in the Force Majeure provision of the General Terms and Conditions), or You have selected the Reservation Option, AT&T does not install any Service within 30 days after such Service's scheduled Site Activation Date, You shall have a one-time right to terminate such Service by notifying AT&T in writing before the Service Activation Date for the Service in question.
- C. Upon termination of any Service by You, subject to FAR52.212-4, You will be responsible for payment of any charges incurred as of the termination date, as well as access facilities or backend connectivity cancellation charges or other charges incurred by AT&T as a result of such termination.

Responsibilities of the Parties

- A. In addition to the requirements set for thin Responsibilities of the Parties, Additional Terms and Conditions – AT&T Managed Internet Service, You agree to cooperate with AT&T in a prompt and timely manner in any way which is necessary for the provisioning of Your Service. Furthermore, for any AT&T Security Service, such as Managed Firewall, You agree to complete and return to AT&T in an expeditious manner any and all forms which relate to the security policies You wish to establish for Your website.
- B. You agree to allow AT&T to perform routine and unscheduled security maintenance and/or security audits on all AT&T Managed Customer platforms within the Data Facility. AT&T will promptly notify You in the event of any disruption of the Service resulting from these security activities.
- C. AT&T makes no claims or warranties regarding any managed storage, data backup, media streaming, load balancing or any other option or feature of the Service offered under this Agreement, nor does it in any way make any claims regarding the integrity of any data which is backed up, stored or subject to load balancing under the Service. Such data is specifically not warranted to be free from data corruption or other right/read errors, equipment failures or any other occurrences which may impact the integrity of the data. Further, AT&T

makes no claims or warranties regarding the proper restoration of any such data, nor the usability or structure of any such restored data.

- D. You are solely responsible for creating, updating and maintaining any of Your Content. AT&T will not provide support for use of content authoring tools or other support in connection with the Content of Your Web Site.
- E. Except for IP addresses expressly registered in Your name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and You shall have no right to use such IP addresses upon termination or expiration of Your order and You shall release any such IP addresses to AT&T immediately upon such termination or expiration.
- F. You agree to comply, and to use commercially reasonable efforts to cause all Users to comply, with United States law regarding the transmission of technical data and Software which is exported from the United States.
- G. AT&T will not provide support directly to nor interface with any User. You are responsible for (i) selecting the Users that You permit to access each Service; (ii) implementing with Your Users appropriate terms, conditions, and measures to ensure that all Users comply with the terms and conditions of the Agreement; (iii) establishing Your Users' rights to access each Service; (iv) providing training, copying, installing and distributing any Software (and updates, if any) to Your Users; and (v) billing and collecting any amounts You elect to charge Your Users in connection with such Service.

Customer Managed Collocation Service

- A. The Services covered by this Attachment may involve the provision to You of Customer Managed Collocation Services which include an AT&T- or Customer-owned server or other equipment that is to be collocated on AT&T's premises and which may include use of third party software, hardware or other third party services. Your space, which is in the premises that may be leased by AT&T, is described in the Pricing schedule.
- B. If you have elected to do so, AT&T agrees to allow you to place Customer Equipment, as defined in the Pricing Schedule or the Statement of Work, in Your Space, subject and subordinate to the terms and provisions of any applicable Lease. Customer Equipment shall be approved in a Statement of Work by AT&T prior to installation in the Space.
- C. You hereby accept the Space in its "AS IS" condition and acknowledge that AT&T has no obligation to make alterations, improvements, additions, decorations or changes within Your, Space or any part thereof, except to the extent required to conform to the standard physical space and electrical power configurations in effect for the Data Center.
- D. In connection with the provision of the Space, AT&T shall provide to You the installation services, Remote Hands Services and any other space services set forth in the Pricing Schedule. In the event of any taking by eminent domain or damage by fire or other casualty to Your Space, You shall acquiesce and be bound by any action taken by or agreement entered into between AT&T or its Affiliates and the landlord or landlords with respect thereto.
- E. As part of the Customer Managed Collocation Service, You are granted access into AT&T's Data Center. AT&T, at its sole discretion, may grant You use of an access card or any other entry device. In the event such a card is lost or stolen, You must report this to AT&T as soon as the access card is lost or as soon you discover that the card has been lost. A lost or stolen access card is replaceable upon payment of a replacement fee to AT&T.
- F. Upon termination of this Attachment, You shall leave the Space in as good condition (except for normal wear and tear) as it was at the commencement of this Attachment, and you shall remove any Customer Equipment and other property from the Space.

Facilities, Equipment and Software

- A. All right, title and interest in all facilities and associated equipment provided by either party shall at all times remain exclusively with such party. Neither party shall create any liens or encumbrances with respect to such facilities or equipment of the other party. You are responsible for providing any insurance you may desire to maintain on behalf of Customer Equipment.
- B. Equipment if required will be subject to the terms, conditions and licenses set forth in this Agreement or in the Service Guide. Equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment by you without prior written authorization from AT&T.
- C. Equipment Purchase. Where Equipment is purchased by Customer from AT&T, Customer shall be responsible for all charges associated with the Equipment, including any shipping, packing, handling, customs, export, duties and taxes. If Customer does not accept the Equipment, Customer shall notify AT&T in writing and request a return. AT&T will obtain from the manufacturer and forward to Customer a RMA (Return Material Authorization). Customer is responsible for returning Equipment directly to manufacturer and is responsible for all costs and bears any risk of loss during shipment of Equipment to manufacturer. A return or restocking fee may be charged on returned equipment.
- D. Except for Purchased Equipment, all rights, title and interest to Equipment will remain with AT&T or its suppliers, as the case may be. Title to, and risk of loss of, Purchased Equipment, will pass to You as of the delivery date, upon which date, AT&T will have no further obligations of any kind (including without limitation operation and maintenance) with respect to that Purchased Equipment, unless otherwise agreed to in writing by both parties. AT&T hereby transfers permission to use the software licenses for Purchased Equipment to you, and You agree to be bound by the terms of those licenses. AT&T retains a purchase money security interest in each item of Purchased Equipment until you pay for it in full
- E. Upon sixty (60) days' prior written notice and solely for the purposes of AT&T's convenience, AT&T may require Customer (at AT&T's expense) to relocate Customer Equipment within the Data Center; provided, however, that the site of relocation shall afford comparable environmental conditions for the Equipment and comparable accessibility to Customer Equipment. Otherwise, upon sixty (60) days' prior written notice or, in the event of an emergency, with as much notice as may be feasible, AT&T may require You, at Your expense, to relocate Customer Equipment within the, or in any other, Data Center, provided, however, that the site of relocation shall afford comparable environmental conditions for any such Customer Equipment and comparable accessibility to Customer Equipment.
- F. AT&T shall use reasonable efforts to maintain the Customer Managed Collocation Services in accordance with applicable performance standards therefore and to obtain and keep in effect all rights of way required to provide the Customer Managed Collocation Services. AT&T shall have no responsibility for the hardware maintenance and repair of, or any liability of any kind with respect to, facilities and equipment which it does not furnish, and may assess you its standard charge for any false call outs.
- G. ALL EQUIPMENT AND THIRD PARTY SOFTWARE PROVIDED HEREUNDER IS PROVIDED ON AN "AS IS" BASIS AND YOU ASSUME THE RISK ASSOCIATED WITH USE, REPAIR AND MAINTENANCE OF SUCH EQUIPMENT AND SOFTWARE.
- H. Use of Software. Customer shall comply with all terms applicable to use of Software included with the Service or supplied by Customer or a third party, including any online license terms as may be published from time to time by the Software licensor, and agrees to otherwise cooperate with AT&T to use Software only as authorized by the Software licensor.

Domain Name System Services

- A. You may, from time to time, request that AT&T submit to a Domain Name Registry, on your behalf, domain name registration applications (each, an "Application"), for domain names you select (each, a "Domain Name"). If AT&T elects, in its sole discretion, to perform such service, the Applications shall name AT&T as the Internet Service Provider which will host such domain name. AT&T is not a domain name registry. AT&T's charges for
- B. Domain Name Management Services (the "DNS Services") do not include the domain name registry's fees. You shall be responsible for, and shall promptly pay, all DNS Services and domain name registry's fees. You represent and warrant that (i) all statements on the Application are true and correct; (ii) none of the requested Domain Names or your use of any Domain Name will interfere with the rights of any third party, infringe upon any trademark, service mark or other personal, moral or property right; and (iii) you have a legitimate business purpose for registering each Domain Name, which purpose relates to your purchase of the Service.
- C. THE DNS SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IN NO EVENT SHALL AT&T BE LIABLE FOR PROVIDING, FAILING TO PROVIDE, OR THE PERFORMANCE OR THE FAILURE TO PERFORM OF THE DNS SERVICES. WITHOUT LIMITING THE FOREGOING, AT&T DOES NOT MAKE ANY WARRANTIES REGARDING THE SUCCESSFUL REGISTRATION OF ANY DOMAIN NAME, THE TIME OF SUBMISSION OF THE APPLICATION OR YOUR RIGHT TO CONTINUED USE OF A DOMAIN NAME AFTER REGISTRATION. AT&T IS NOT REQUIRED TO PARTICIPATE IN ANY DISPUTES RELATING TO THE APPLICATION OR THE REGISTRATION OF ANY DOMAIN NAME
- D. With respect to any Domain Name, AT&T may elect to terminate or suspend its hosting of or provision of any DNS Services with respect to any or all of your Domain Names immediately upon written notice if (i) an Application is rejected; (ii) the Domain Name Registration is revoked or placed on "hold" or assigned to a third party; or (iii) AT&T receives or becomes aware of any complaints, conflicting claims, disputes or court orders regarding the Domain Name.

Disclosure of Service

You hereby allow AT&T to publicly acknowledge, You, as a Customer of the AT&T Dedicated Hosting Service with potential Customers of the Service. AT&T will limit its use of any information about You or Your Service, and will not in any other way make public mention of You or Your Service without your prior written authorization.

35.0

Additional Terms and Conditions for AT&T Business Internet Service

Additional Terms and Conditions–AT&T Business Internet Service

Internet Service

These Additional Terms and Conditions – AT&T Business Internet Service (“Attachment”), together with the Additional Terms and Conditions – AT&T Managed Internet Service, set forth the terms and conditions (“Agreement”) pursuant to which AT&T will provide AT&T Business Internet Service which the Government customer (“Customer” and “Customer’s”) now orders or subsequently orders during the term of AT&T’s IT70 Schedule contract with the General Services Administration.

The Services

The particulars of the Service applicable to Customer shall be as set forth in: (1) the Sales Order(s) (the “Sales Order”) completed by AT&T in consultation with Customer as applicable, as well as, any Sales Orders that maybe completed by AT&T and the Customer thereafter; (2) the appropriate section of the Service Guide and (3) any other applicable Supplement for Custom Solution. Capitalized terms used but not defined in this section are defined elsewhere in the Agreement.

Definitions

- A. An “End User” is defined as a User or other party accessing a Service or any data, equipment or related Software within a Service or any User or any other party who makes use of User Identifications obtained from Customer or obtained via any other authorization or means under Customer’s control. User Identifications are generally required to access a Service that AT&T provides. User Identifications include account, user ID, password, application name and other identifiers.

Pricing and Billing

- A. Billing for the service is prorated beginning on the Service Activation Date, and is represented on the billing invoice for new Customers. Billing does not begin on the first of the month for new Customers unless it is the same date as the Service Activation Date. Billing at termination is not pro-rated. Billable Service features that are usage-based (i.e. additional hours, extended access, roaming, etc.) are billed in arrears.

Responsibilities of the Parties

- A. Customer shall be solely responsible for any results obtained from the use of the Services and Customer is responsible for obtaining all necessary governmental, regulatory, or statutory approvals for Customer’s use of the Service.
- B. Customer is responsible for any damages resulting from use of User Identifications under Customer’s control.
- C. Customer is responsible for obtaining, installing, and maintaining suitable equipment as necessary to access the Services.
- D. Customer is responsible for its Content and that of any of its End Users’ (including any content hosted by Customer or any User on behalf of third parties). Customer agrees that it and its End Users’ use of the Service including, without limitation, (i) will not interfere with or disrupt other network users, network services or network equipment.
- E. AT&T Global Network Services maintains security procedures for Customer’s data while it is stored on or transmitted over equipment and facilities that AT&T Global Network Services controls. Customer is responsible for management of Customer data stored on or transmitted over AT&T’s network. Such management includes, but is not limited to, backup and restoration of data, erasing data from disk space Customer controls, and Customer’s selection of the security features and options that AT&T Global Network Services offers as Services.

Apart from the Services AT&T provides to Customer under this section, Customer is responsible to develop and maintain the management and security procedures that Customer deems appropriate, such as application logon security and encryption of data, to protect Customer's information.

- F. For purposes of performing network maintenance, AT&T may need to work with data stored in such locations as data buffers on equipment AT&T controls or in frame relay packets in order to view address headers and data records. During such maintenance activities, AT&T is not able to avoid seeing portions of data transmitted over the AT&T Global Network. Such data is fragmented and out of context. The origin of the data may or may not be identifiable. Although AT&T Global Network Services uses reasonable efforts to notify Customer of such maintenance activity, particularly when it is being performed at Customer's request, it may not be practical to notify all customers whose data may be displayed during maintenance. Accordingly, Customer agrees that AT&T may use, copy, display, store, transmit, translate, rearrange or reformat, view and distribute Customer data internally both domestically and internationally for such purposes. AT&T agrees not to reverse assemble, reverse compile, or to disclose to third parties the information that Customer transmits over AT&T's network while using the Services (unless required by law, court order, an authorized government entity, or as otherwise authorized by Customer). Although AT&T carefully handles Customer's data as described above, for best data protection, Customer should encrypt any data which Customer does not want AT&T or others to comprehend. Encrypted data may be viewed, but it is not intelligible.
- G. Customer understands that the Software and technical information (including, but not limited to, Services and training) provided under this Agreement are subject to U.S. and other nations' export and import laws and regulations and any use or transfer of such Software and technical information must be authorized under all such applicable laws and regulations. Customer agrees not to use, distribute, transfer or transmit the Software or technical information (even if incorporated into other products) except in compliance with export and import laws and regulations of the U.S. and other applicable nations.
- H. Customer and AT&T Global Network Services may communicate with each other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. A User Identification contained in an electronic document is sufficient to verify the identity of the sender and the document's authenticity.
- I. Customer is responsible for all User Identifications under Customer's control, including but not limited to their passwords. A password is an identifier that should be kept secret and is used in conjunction with an account ID and user ID to verify identification and validate access to the AT&T network. The password is determined and set by the individual End User. The End User is responsible for proper control and management of the password. Unless Customer requests otherwise, there is a maximum number of days (normally between 60 and 180 days depending upon the type of password) an End User's password is valid. When the number of days exceeds the maximum, the End User must change the password. However, Customer can specifically request non expiring network passwords for Customer's account codes. Due to the increased potential of security breaches, AT&T strongly discourages the use of non-expiring passwords. AT&T recommends that if Customer chooses to use non-expiring passwords, Customer inform third parties who also may be subject to the resulting increased security risk of Customer's decision (e.g. owners of applications that Customer is accessing via AT&T's network and third parties sharing data base/data file access with Customer.) Customer is responsible for implementing access security controls to all of Customer's applications.
- J. AT&T may require Customer to upgrade the bandwidth of Customer's dedicated Internet egress connection(s) at such time as AT&T, in consultation with Customer, determines that such egress location's capacity may be exceeded as a result of Customer's use of the Service. Furthermore, when Customer's dedicated Internet egress connection is included, or required, as part of a Service, the features and options of the dedicated Internet egress connection maybe limited from those which may ordinarily be available for such a dedicated connection. Please see the Service Guide for details.

- K. Each Customer account registering to use the AT&T Business Internet Service must have a designated service administrator who is responsible for:
- providing an interface to the support structure;
 - maintaining customer site hardware, software and communications;
 - ordering connectivity to the AT&T network and establishing and maintaining the necessary telecommunications environment;
 - registering end points, as applicable;
 - password maintenance;
 - end user education; and
 - problem resolution within the customer environment

AT&T Customer Premise Equipment (“AT&TCPE”)

- A. Equipment (“AT&T CPE”), to be installed on Customer premises solely for the purpose of enabling AT&T to provide AT&T Global Network Services to Customer. AT&T CPE includes equipment, with any and all features, conversions, upgrades, elements, or accessories, or any combination provided by AT&T Global Network Services in connection with the Services Customer orders hereunder. AT&T CPE may include licensed internal code and Software to which AT&T or a third party owns all copyrights. No license is granted to Customer for Software or licensed internal code. Such AT&T CPE is and will remain AT&T’s or AT&T’s lessor’s asset and will not become a fixture or realty. No right, title, or interest in or to AT&T CPE, licensed internal code associated with it, or any related planning information is passed to Customer. As appropriate, AT&T will provide Customer physical planning information for the AT&T CPE. Customer agrees to comply with the information in order to provide an environment meeting AT&T’s specifications. AT&T will: 1) install applicable AT&T CPE at Customer’s site unless AT&T specifies otherwise; 2) maintain the AT&T CPE in accordance with its specifications; and 3) be responsible for all dismantling, return, removal, and shipping charges for the AT&T CPE.
- B. Customer agrees to: 1) provide and pay for the physical space and electrical power for the AT&T CPE at Customer’s site; 2) provide at no cost to AT&T, adequate security to protect the AT&T CPE from theft, loss, damage, or misuse; 3) be responsible for loss of or damage to the AT&T CPE caused by Customer’s or Customer’s agents’ intentional acts or negligence; 4) provide AT&T or its designee with all assistance reasonably necessary to permit AT&T access to Customer’s site to perform inspection, installation, preparation for return or maintenance (including engineering changes) as is appropriate; 5) not alter, move to other locations, or transfer the AT&T CPE and any licensed internal code or Software associated with it to anyone else without AT&T’s prior written approval; 6) keep the AT&T CPE and any licensed internal code or Software associated with it free from all liens, charges, or encumbrances; 7) affix and keep in a prominent place on the AT&T CPE any marking or label AT&T requires; and 8) return to AT&T, or permit AT&T or its designee to remove, at AT&T’s option, the AT&T CPE and any licensed internal code or Software associated with it along with any physical planning documentation when the Service is withdrawn or terminated.

Licensing of Materials

“Materials” shall mean any literary works or other works of authorship that AT&T may deliver to Customer as part of the Service. The term Materials does not include Software or licensed internal code. AT&T hereby grants Customer a non-exclusive, paid-up, restricted license to use, execute, reproduce, display, perform, and distribute (only within Customer’s business enterprise) any Materials provided as part of a Service.

Additional Disclaimers and Limitation of Liability

- A. AT&T does not warrant that AT&T will correct all defects in a Service, Materials, or Software. AT&T does not guarantee that AT&T’s security procedures will prevent the loss of, alteration of, or improper access to,

Customer information. Unless specified otherwise in this Attachment, AT&T provides Services, Materials, or non-AT&T Services WITHOUT WARRANTIES OF ANY KIND except as required by law. However, non-AT&T manufacturers, suppliers, or publishers may provide their own warranties to Customer.

- B. Reserved
- C. In addition to the limitations set forth in Section 6.0 of the General Terms and Conditions, except for those claims set forth in item (i) of Section 6.1(a), under no circumstances shall AT&T or its Affiliates be liable for any third party claims for damages against Customer.
- D. AT&T makes no claims or warranties regarding the security or encryption of any data sent using a Service or the ability of tunneling or any other method of data transmission to protect or secure any data sent using the Service or any other option or feature of the Service offered under this Attachment. AT&T DOESN'T ACCEPT RESPONSIBILITY, NOR ANY LIABILITY FOR THE SECURITY OR ENCRYPTION OF CUSTOMER DATA, WHETHER OR NOT AT&T HAS INSTALLED ANY DATA ENCRYPTION, SECURITY OR TUNNELING SERVICE.
- E. In addition, use of a Service may impede, degrade or substantially impair the operation of any software or applications which make use of the Service. AT&T DOESN'T ACCEPT RESPONSIBILITY OR ANY LIABILITY FOR THE OPERATION OR INTEROPERABILITY OF ANY SOFTWARE WHEN IT IS USED IN CONJUNCTION WITH ANY SERVICE.

Traveling User Support

- A. Out of region roaming, also referred to as the "AT&T Traveling User Support Option", is intended to allow Users to access the Service when traveling to selected countries where there is a relationship established with affiliates and other local service providers. The Traveling User Support Option provides remote access in the countries that support global network traveling Users. Users of the Traveling User Support Option are charged on an hourly basis, when they connect to AT&T's network from a region different than where they are registered for the Service. AT&T has service within: (1) Asia Pacific, (2) EMEA, (3) Latin America, (4) North America (US, Canada) and (5) China. AT&T may change or modify the countries contained in these regions, or add or delete regions, at its option and in its sole discretion, immediately upon posting such changes to this Service Guide.
- B. The Traveling User Support Option is designed to allow Users to access the Service on an occasional basis when they travel outside of their home country. If the Traveling User Support Option is required for an extended period, for example, longer than a month of consecutive use or more than three months in a year, a local account ID and User ID must be obtained from the AT&T entity in that country. AT&T reserves the right to further define what constitutes occasional use and may revise these guidelines from time to time immediately upon posting such changes to the Service Guide.
- C. When using the Service, Customer is responsible for compliance with all applicable laws in the jurisdictions in which the Service (including any of its features) is used. In certain countries, Customer may be deemed as the importer of technology (e.g., the Client software). This technology includes encryption software that may be subject to restrictions with respect to its importation and/or use in certain countries. Customer agrees that it and/or its Users will not attempt to import such technology into any countries where AT&T does not offer the Service. Any violations of this provision shall entitle AT&T to immediately terminate Customer's Service.
- D. Agreement. Customer is responsible for local country dial telephone access charges as applicable. Customer will also incur the applicable charges that are associated with the application, and services Customer uses. Customers will incur the applicable roaming charges when accessing AT&T managed dial facilities in regions other than the home region where the User ID is registered.

Remote Access End User Support

Direct help desk support is provided by the CPOC. AT&T will provide the following information to the CPOC.

- Information regarding the operation and status of the Service.
- Trouble identification and trouble referral for Users.
- Technical support using the Client. Individual users of the Client should contact the CPOC for support.

Customer Care and Maintenance

- Customer Care help desk support is generally available:
- Asia Pacific: 24 hours per day, 7 days per week. A local help desk is provided in English as the only supported language unless otherwise specified in Country Specific Provisions.
- Europe, Middle East, and Africa: centralized Customer Access Management Centers provide support 24 hours per day, 7 days per week in six (6) languages: Dutch, English, French, German, Italian and Spanish unless otherwise specified in Country Specific Provisions.
- Canada: 24 hours per day, 7 days per week in two (2) languages: English and French.
- Latin America: 24 hours per day, 7 days per week in two (2) languages: English and Spanish. In Brazil, support is also provided in Brazilian Portuguese.
- United States: 24 hours per day, 7 days per week in English.
- In other countries, schedules vary. It should be noted that local call-out procedures with local carriers are supported only during business hours.
- The Customer should contact the AT&T sales representative for information. Help desk hours are subject to change without prior notice.

General Maintenance

The Service is available 24 hours a day, seven days a week, and 365 days a year except for maintenance outages which may occur during scheduled maintenance activity. AT&T uses a scheduled maintenance window to upgrade equipment, software, and facilities which may add capacity, new features, resiliency, among other things, and which may provide fixes to known problems to help support network performance.

In addition, AT&T may perform extended maintenance up to four times per year, and AT&T may need to schedule planned maintenance at other times due to, for example, but not limited to, government inspections or power maintenance. AT&T will use reasonable efforts to give Customers prior notice of such scheduled or extended maintenance. However, AT&T reserves the right to perform maintenance at any time in order to maintain the performance of the network, or any feature and related service component(s).

General

- A. Nothing in this Agreement shall create or vest in Customer any right, title or interest in the Service, other than the right to use the Service under the terms and conditions of this Agreement.
- B. AT&T's performance obligations under this Attachment shall be solely to Customer, and not to any third party. Other than as expressly set forth herein, this Agreement shall not be deemed to provide third parties with any remedy, claim, right of action, or other right.
- C. Customer and AT&T are both independent parties. Neither party is an agent, legal representative, partner, joint venture, franchisee, employee, or servant of the other party for any purpose.

36.0

Additional Terms and Conditions for AT&T Internet Transport Services

Additional Terms and Conditions–DSL AT&T Internet Transport Services

These Additional Terms and Conditions – DSL AT&T Internet Transport Services (“Attachment”), together with the Additional Terms and Conditions – AT&T Managed Internet Service, set forth the terms and conditions (“Agreement”) pursuant to which AT&T will provide AT&T Internet Transport Services which the Government customer (“You” and “Yours”) now orders or subsequently orders during the term of AT&T’s IT Schedule contract with the General Services Administration.

Definitions

- A. Capitalized terms used but not defined in this Attachment are defined elsewhere in the Agreement.
- B. “Sales Order” for each Service Component details specific provisioning related information for Your order and is completed after the signature of the Agreement, in consultation with You. It is usually completed during any AT&T technical interviews for the Service.
- C. “Scheduled Service Activation Date” for each Service Component is the date scheduled by AT&T for Your Service Component to be activated, as may be specified in the Sales Order for Your Service.
- D. Except as specified below, the “Service Activation Date” for a Service Component means the date Your Service is activated, as more fully described in the Service Guide. The Service Activation Date for any DSL Service Components You order which are eligible for self-installation shall be the earlier of the following: (i) the date You install the Service Component, or (ii) seven (7) days after date when the self-installation kit is sent to You. Please see the Service Guide for further details.
- E. “Service Period” for each Service Component consists of the Initial Service Period for such Service Component and all applicable Renewal Service Periods for such Service Component (as described in the General Terms and Conditions).
- F. The ordering activity, at its discretion, may exercise any relevant renewal options to extend the term of the delivery order.

Additional DSL Only Terms

- A. You understand that AT&T will make commercially reasonable efforts to provision DSL. However, provisioning of Service is contingent upon the availability of DSL capable local loops to your location being made available to AT&T. If no such DSL-capable local loop is available to AT&T, then Service will not be provisioned and if delivery of the local loop is delayed, then provisioning of Your Service will be delayed as well.
- B. You understand that the actual bandwidth that can be delivered on a DSL capable loop will not be determined until the time of service installation. The actual bandwidth may be different than the estimated bandwidth provided to you by AT&T at the time of ordering the service and may vary during the Service Period.
- C. The DSL Single User Class of Service is offered for use with a single computer only. Use of more than one computer with this Class of Service, via a network or in any other fashion, is a material breach of this Agreement and may result in monetary penalties, suspension or termination.
- D. ANY IP MAIL SERVICE PROVIDED BY AT&T IN CONNECTION WITH THE SERVICE IS PROVIDED ON AN “AS IS” BASIS AND YOU ASSUME ALL RISK IN CONNECTION WITH YOUR AND USERS’ USE THEREOF. IN NO EVENT SHALL AT&T BE LIABLE FOR THE PERFORMANCE OR THE FAILURE TO PERFORM OF ANY VIRUS PROTECTION PROVIDED IN CONNECTION WITH THE SERVICE.

Domain Name System Services

- A. AT&T will host up to 5 forward, primary and/or secondary DSL domains for a monthly fee as stated in Customer's Service Agreement. Customer must pay to the registrar all domain registration fees related to provisioning and use of domain names. AT&T also operates "resolving" or "caching" DNS servers that Customer may use for domain name look-ups by Customer's in-house systems (PCs, mail servers, etc.) that are connected to AT&T's DSL Service. This domain name look-up service is only available if AT&T is providing primary DNS or primary and secondary DNS to Customer and if Customer does not have its own DNS server(s), and it may not be used by Customer's spam detection software for querying spam block lists. Customers running their own DNS Servers or relying on third parties to host their domain names must use their or the third party's DNS Servers for this purpose, and those Servers may not be configured to forward DNS queries to AT&T DNS Servers. Customers may not make more than 150 DNS queries per minute averaged over 30 minutes and/or more than 600 DNS queries per minute during any 5- minute interval. AT&T will only provide DNS administration, including domain name look-ups, directly to Customer and not to downstream providers (including Internet Service Providers, Internet Access Providers, Application Service Providers and resellers or distributors) or to any third parties given access to DSL by Customer. DNS administration is only available with ADSL, SDSL and IDSL service types where Customer has requested multiple IP addresses. Reverse DNS is not available from AT&T for DSL provided Out of Region. Reverse DNS is available only for Broadband and In-Region ADSL service provided with static IP addresses.
- B. THE DNSSERVICES ARE PROVIDED ON AN "AS IS" BASIS. IN NO EVENT SHALL AT&T BE LIABLE FOR PROVIDING, FAILING TO PROVIDE, OR THE PERFORMANCE OR THE FAILURE TO PERFORM OF THE DNS SERVICES WITHOUT LIMITING THE FOREGOING, AT&T DOES NOT MAKE ANY WARRANTIES REGARDING THE HOSTING OF ANY OF YOUR IP ADDRESSES OR DOMAIN NAMES, THE SUCCESSFUL REGISTRATION OF ANY DOMAIN NAME, THE TIME OF SUBMISSION OF THE APPLICATION OR YOUR RIGHT TO CONTINUED USE OF A DOMAIN NAME AFTER REGISTRATION. AT&T IS NOT REQUIRED TO PARTICIPATE IN ANY DISPUTES RELATING TO THE APPLICATION OR THE REGISTRATION OF ANY DOMAIN NAME.

37.0

Additional Terms and Conditions for AT&T VPN Tunneling Services

Additional Terms and Conditions for Government AT&T VPN Tunneling Services

These Additional Terms and Conditions for Government AT&T VPN Tunneling Services ("Attachment"), together with the Additional Terms and Conditions – AT&T Managed Internet Service, set forth the terms and conditions ("Agreement") pursuant to which AT&T will provide AT&T VPN Tunneling Service (AVTS) which the Government customer ("You" and "Yours" and "Customer" and "Customer's") now orders or subsequently orders during the term of AT&T's IT Schedule contract with the General Services Administration.

You are entitled to use existing MIS Service Components in conjunction with the AVTS Service. However, such Service Components shall thereafter become subject to the terms and conditions of this Agreement and Your use of such Service Components with the AVTS Service shall constitute Your consent to the transfer of such Service Components to these additional terms and conditions for AVTS Services.

Notwithstanding the above, the pricing of any such Service Components will be as set forth this Agreement and such pricing shall be incorporated herein by reference. Furthermore, Customer acknowledges that the features and functionality of such MIS Service Components may differ from that which was originally available under the additional terms and conditions for Internet Transport Services. Please see the Service Guide for further details.

Definitions

Capitalized terms used but not defined in this Attachment are defined elsewhere in the Agreement.

- A. "AVTS Service" or "Service" means collectively all of the Service Components You order under this Attachment, as more fully described in the Service Guide.
- B. A "Hub" is any central Site you designate that you wish to use with the Service which terminates Your or Users Spoke Tunnels.
- C. "Internet Access" refers to any Internet technology method (dedicated or dial) you use at a location in order to access the Internet, whether or not provided by AT&T.
- D. "Internet Egress" refers to any dedicated Internet technology method you use at a location in order to terminate your or Users Tunnels, whether or not provided by AT&T.
- E. "Managed Internet Service" or "MIS" refers to the AT&T provided dedicated Internet connection sold by AT&T under the name 'Managed Internet Service' at any Site where you receive Service. MIS, as used for the AVTS Service, refers only to those elements of the MIS Service which are available for the AVTS Service. Please see the Service Guide for more details.
- F. "Minimum Service Activation Period" for a Service Component is the minimum period of time which a Service Component must remain in existence after such Service Component's Service Activation Date.
- G. "Sales Order" for a Service Component details specific provisioning and related information for Your order(s) under this Agreement and is completed after the signature of the Agreement, in consultation with you, for any orders. It is usually completed during any AT&T Service Component technical interviews. All Sales Orders must undergo an AT&T technical review before they are accepted by AT&T for implementation. Furthermore, AT&T and Customer agree that acceptance and/or confirmation of the details of Sales Orders may be accomplished electronically.
- H. "Service Activation Date" for a Site You order means the date when the initial AT&T-provided Service Components of the AVTS Service at that Site are enabled for Customer use, whether You make use of the Service Component or not, as more fully described in the Service Guide.
- I. "Service Period" for Your Service begins on the Initial Service Period for Your Service, continues through all applicable Renewal Service Periods and ends when Your Service is terminated.

- J. "Site" refers to any location, dedicated or dial, where you have Internet Access or Internet Egress which is used in conjunction with the Service.
- K. "Site ISP" refers to the Internet Service Provider You use for connecting Your Spokes to the Internet.
- L. A "Spoke" is any Site which has a dial or dedicated Internet connection that you wish to use with the Service, which is designed to connect via a Tunnel to a Hub location.
- M. "Third Party Site Internet Access" refers to the AVTS Service You order for a Spoke where the connection from Your Spoke to the Internet is not provided pursuant to this Agreement or any subsequent Addenda.
- N. "Third Party Site Internet Egress" refers to the AVTS Service You order for a Hub where the connection from Your Hub to the Internet is not provided pursuant to this Attachment or any subsequent Addenda.
- O. "Tunnel" refers to the process whereby AT&T establishes virtual private network connections over the Internet for Your data traffic between Your Hub(s) and Spokes.
- P. "Virtual Private Network" refers to any service, system or other technological arrangement that is designed to make use of any type of Tunnel, data security, encryption or authentication method.

Third Party Internet Access and Egress

- A. The AVTS Service allows, in certain instances detailed in the Service Guide, individual Service Components to be connected to Service via Third Party Internet Access for Spokes and Third Party Internet Egress for Hubs. Some Options, such as the Broadband VPN Option, are only available with Third Party Internet Access currently. In the event that you are making use of Third Party Internet Access or Third Party Internet Egress, the following terms and conditions in this Section 5 shall apply, in addition to any which may be contained in this Agreement.
- B. For any of Your Sites with Third Party Internet Access or Third Party Internet Egress, the following requirements apply, in addition to any mentioned in the Service Guide:
 - (i) You must provide all required static and globally routable IP addresses for AT&T to use for all AT&T required or provided CPE;
 - (ii) You or Your Site ISP may not make use of any filtering protocols which could interfere with the Service.
 - (iii) You may not interpose any firewall or network address translation devices between AT&T's gateway Equipment and the Your Third Party Internet Access or Egress connection.
 - (iv) No packet alterations are allowed between AT&T provided or required Equipment.
 - (v) You agree to allow AT&T to conduct any and all diagnostic tests needed for maintenance and troubleshooting.
 - (vi) You agree to maintain analog dial-up capability for the Contract Term, on a dedicated 24x7 basis for out of bandwidth maintenance, monitoring and management of any AT&T required or provided CPE.
 - (vii) Any service level agreements or service targets which may be available for the AVTS Service shall not apply to Your Service.
- C. Please See the Service Guide for further details. By signing this Agreement, You represent to AT&T that, for any and all of Your Sites that are used with the Service for Third Party Internet Access or Third Party Internet Egress, Your Site ISP does not in any way prohibit or restrict the use of the Site ISP's service in conjunction with a Virtual Private Network, as this is defined in Section1.
- D. In the event that Your Site ISP restricts or prohibits Your or User's use of a Site in conjunction with a Virtual Private Network, You may not make any use of such Site in conjunction with the AVTS Service. Any violation of this Section shall be considered a material breach of the Agreement. AT&T DOESN'T ACCEPT RESPONSIBILITY, NOR ANY LIABILITY FOR YOUR OR USERS' USE OF THE AVTS SERVICE WHERE SUCH USAGE VIOLATES ANY AGREEMENT, ACCEPTABLE USAGE POLICY, SERVICE DESCRIPTION OR OTHER DIRECTIVE FROM ANY SITE ISP. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS AT&T FROM AND AGAINST ALL DAMAGES ARISING OUT OF YOUR OR USERS' USE OF THE AVTS SERVICE

WHERE SUCH USAGE VIOLATES ANY AGREEMENT, ACCEPTABLE USAGE POLICY, SERVICE DESCRIPTION OR OTHER DIRECTIVE FROM ANY SITE ISP.

- E. The AVTS Service will not give any support or assistance for any service(s) provided by a Site ISP. You are required to seek all help and support from Your Site ISP for any problems or issues that arise with any service(s) provided at Your Site(s) by Your Site ISP(s). In addition, the AVTS Service will not troubleshoot any problems or issues which may arise with Your Service once it determines that the issue or problems are in any way related to the service provided by a Site ISP for the Spoke in question. PURSUANT TO THIS SERVICE ORDER ATTACHMENT, AT&T DOESN'T ACCEPT RESPONSIBILITY, NOR ANY LIABILITY FOR ANY SERVICE(S) PROVIDED AT YOUR SITE(S) BY YOUR SITE ISP(S).
- F. Currently, the Broadband VPN Service Option is only available with Third Party Internet Access for Your Spokes. Use of the Option with any other Internet access method is prohibited until such time, if any, when You and AT&T execute an Addendum allowing any such alternate access.

Supplemental Service Terms

- A. The AVTS Service is available in several configurations, all of which feature a many too few configuration, meaning that the Spokes are interconnected, via Tunnels, solely to the Hub location(s). Any other arrangement must be agreed to in writing in advance by the parties. Furthermore, AT&T, at its discretion, may change the method of access, or allow other methods of access for the Spokes. In such event, AT&T may require You to sign a separate Agreement or Addendum before allowing any such method of access.
- B. AT&T makes no claims or warranties regarding the security or encryption of any data sent using the AVTS Service or the ability of tunneling or any other method of data transmission to protect or secure any data sent using the Service or any other option or feature of the Service offered under this Agreement. AT&T DOESN'T ACCEPT RESPONSIBILITY, OR ANY LIABILITY FOR THE SECURITY OR ENCRYPTION OF YOUR DATA, WHETHER OR NOT AT&T HAS INSTALLED ANY DATA ENCRYPTION, SECURITY OR TUNNELING SERVICE.
- C. In addition, use of the AVTS Service may impede, degrade or substantially impair the operation of any software or applications that make use of the Service. AT&T DOESN'T ACCEPT RESPONSIBILITY, OR ANY LIABILITY FOR THE OPERATION OR INTEROPERABILITY OF ANY SOFTWARE WHEN IT IS USED IN CONJUNCTION WITH THE AVTS SERVICE.
- D. As part of your use of the AVTS Service, AT&T may require you to upgrade the bandwidth of any of Your Sites at such time as AT&T, in consultation with You, determines that the Site's capacity may be exceeded.
- E. The installation of some Sites may be delayed and may occur only after the AVTS Service becomes generally available. AT&T reserves the right to schedule any installation as AT&T chooses, including in a 'phased' manner. The method of installation is determined once the Technical Provisioning Document is accepted by AT&T.

Managed Broadband Limitations

- A. Certain DSL features are NOT available with the AT&T AVTS Service. These include, but are not limited to, Additional IP Addresses, DNS, Customer-provided CPE (also known as BYO CPE), Purchase of CPE, and electronic mailbox facilities.
- B. The Managed Broadband Internet Service is not intended for use for real-time, mission critical or other time sensitive applications. In addition, Customers may not use the Managed Broadband Internet Service to connect remote servers to each other.

38.0

Additional Terms and Conditions Applicable to Dial Connectivity Used in Conjunction with AVTS

Additional Terms and Conditions applicable to dial connectivity used in conjunction with AVTS

The Service

The particulars of the Service applicable to Customer shall be as set forth in: (1) the Sales Order(s) (the "Sales Order") completed by AT&T in consultation with Customer as applicable, as well as, any Sales Orders that maybe completed by AT&T and the Customer thereafter; (2) the appropriate section of the Service Guide and (3) any other applicable Supplement for Custom Solution. Capitalized terms used but not defined in this Addendum are defined elsewhere in the Agreement.

- A. Applicable sections of the Service Guide and/or Supplements for Custom Solution may contain terms in addition to those AT&T specifies in this Agreement.
- B. The Service becomes subject to the terms of this Agreement when AT&T accepts Customer's order and the Customer (1) uses the Service or related Software, or allowing others to do so or the Customer (2) makes any payment for the Service or related Software.
- C. The AT&T dial network is generally available each day of the year. AT&T reserves the right to schedule reasonable hours for maintenance or system changes at AT&T's sole discretion or to perform emergency maintenance as may be required.
- D. An "End User" is defined as a User or other party accessing a Service or any data, equipment or related Software within a Service or any User or any other party who makes use of User Identifications obtained from Customer or obtained via any other authorization or means under Customer's control. User Identifications are generally required to access a Service that AT&T provides. User Identifications include account, user ID, password, application name and other identifiers.
- E. "Dial Connectivity" or "Dial Services" refers to the dial connection used in conjunction with the AVTS Service.

Support Services

- A. When AT&T accepts Customer's order for the Services, AT&T provides support Services such as those specified in this item and in items B below. AT&T will provide User Identifications to Customer which enable access to Services. "User Identifications" are a code or codes, such as a user ID or a password, which enable authorization or access to Software, programs, data, or equipment as part of a Service. Customer may authorize as "User" a duly authorized representative of CUSTOMER who has access to and makes use of service, or uses Service by providing a User Identification to the End User.
- B. AT&T will provide an activity account and invoice account to Customer. An activity account is an alphanumeric identification used to identify Customer for the placement of Customer's orders and for the use of the Services. Customer may request more than one activity account. An invoice account is an alphanumeric identification used to control Customer's invoicing. Generally there is one invoice account for each activity account AT&T charges Customer a monthly charge called a "base charge" for each invoice account Customer requests.

Pricing and Billing

- A. Additional charges may apply (such as custom solutions set forth in Supplements for Custom Solution, special handling or travel related expenses). Additional charges will be agreed to in advance in the Agreement or customer specific order.

Suspension

- A. In addition to AT&T's other rights to terminate as set forth in the General Terms and Conditions, AT&T may immediately suspend a Service when, in AT&T's opinion, Customer or any of Customer's End Users cause any part of a Service to malfunction, or for any violation of the terms and conditions of this Agreement. AT&T may also suspend a Service if Customer fails to make changes that, in AT&T's judgment, are necessary to correct such malfunction. AT&T may restore the Service to Customer when the problem has been corrected to AT&T's satisfaction.

Responsibilities of the Parties

- A. Reserved
- B. Reserved
- C. Customer shall be solely responsible for any results obtained from the use of the Services and Customer is responsible for obtaining all necessary governmental, regulatory, or statutory approvals for Customer's use of the Service.
- D. Customer is responsible for any damages resulting from use of User Identifications under Customer's control.
- E. Customer is responsible for obtaining, installing, and maintaining suitable equipment as necessary to access the Services.
- F. Customer is responsible for its Content and that of any of its End Users' (including any Content hosted by Customer or any User on behalf of third parties).
- G. Reserved
- H. Within five days after the Effective Date, Customer will provide AT&T with a forecast of its anticipated use of the Service by access city, for each of the first six months that the Service is anticipated to be available. Not later than the 15th day of each month after the First Service Date, Customer will provide AT&T with a forecast of its anticipated use of the Service for each of the following six months. Customer will make its best commercially reasonable efforts to provide accurate forecasts, basing each forecast on the best information then available to Customer (including information pertaining to planned promotional activities) and reasonable assumptions. AT&T will provide an electronic template that Customer must use to submit its forecasts; AT&T may from time to time change that template. If Customer fails to provide a forecast in accordance with this paragraph, AT&T may suspend the Service or terminate this Agreement and may immediately invoice Customer for Termination Charges.
- I. AT&T maintains security procedures for Customer's data while it is stored on or transmitted over equipment and facilities that AT&T controls. Customer is responsible for management of Customer data stored on or transmitted over AT&T's network. Such management includes, but is not limited to, backup and restoration of data, erasing data from disk space Customer controls, and Customer's selection of the security features and options that AT&T offers as Services. Apart from the Services AT&T provides to Customer under this Agreement, Customer is responsible to develop and maintain the management and security procedures that Customer deems appropriate, such as application logon security and encryption of data, to protect Customer's information.
- J. For purposes of performing network maintenance, AT&T may need to work with data stored in such locations as data buffers on equipment AT&T controls or in frame relay packets in order to view address headers and data

records. During such maintenance activities, AT&T is not able to avoid seeing portions of data transmitted over the AT&T network. Such data is fragmented and out of context. The origin of the data may or may not be identifiable. Although AT&T uses reasonable efforts to notify Customer of such maintenance activity, particularly when it is being performed at Customer's request, it may not be practical to notify all customers whose data may be displayed during maintenance. Accordingly, Customer agrees that AT&T may use, copy, display, store, transmit, translate, rearrange or reformat, view and distribute Customer data internally both domestically and internationally for such purposes. AT&T agrees not to reverse assemble, reverse compile, or to disclose to third parties the information that Customer transmits over AT&T's network while using the Services (unless required by law, court order, an authorized government entity, or as otherwise authorized by Customer). Although AT&T carefully handles Customer's data as described above, for best data protection, Customer should encrypt any data which Customer does not want AT&T or others to comprehend. Encrypted data may be viewed, but it is not intelligible.

- K. Customer understands that the Software and technical information (including, but not limited to, Services and training) provided under this Agreement are subject to U.S. and other nations' export and import laws and regulations and any use or transfer of such Software and technical information must be authorized under all such applicable laws and regulations. Customer agrees not to use, distribute, transfer or transmit the Software or technical information (even if incorporated into other products) except in compliance with export and import laws and regulations of the U.S. and other applicable nations.
- L. Customer and AT&T may communicate with each other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. A User Identification contained in an electronic document is sufficient to verify the identity of the sender and the document's authenticity.
- M. Customer is responsible for all User Identifications under Customer's control, including but not limited to their passwords. A password is an identifier that should be kept secret and is used in conjunction with an account ID and user ID to verify identification and validate access to the AT&T network. The password is determined and set by the individual End User. The End User is responsible for proper control and management of the password. Unless Customer requests otherwise, there is a maximum number of days (normally between 60 and 180 days depending upon the type of password) an End User's password is valid. When the number of days exceeds the maximum, the End User must change the password. However, Customer can specifically request non expiring network passwords for Customer's account codes. Due to the increased potential of security breaches, AT&T strongly discourages the use of non-expiring passwords. AT&T recommends that if Customer chooses to use non-expiring passwords, Customer inform third parties who also may be subject to the resulting increased security risk of Customer's decision (e.g. owners of applications that Customer is accessing via AT&T's network and third parties sharing data base/data file access with Customer.) Customer is responsible for implementing access security controls to all of Customer's applications.
- N. For AT&T Managed Broadband Access for Single Users of the Service, the Customer is responsible for the following tasks:
- If needed, provisioning an analog POTS line (Customer provided) capable of supporting broadband: Public Switched Telephone Network (PSTN) or ISDN lines. Please note that different countries may have different specifications for POTS lines.
 - Cabling between the phone line and the broadband modem/router.
 - Installation of the broadband modem/router in countries where on-site Managed Broadband installation is not available or not offered as an option.
- O. For Managed Broadband lines where there is a PPPoE DSL implementation, the User ID supplied with the AT&T Managed Broadband service must not be used for purposes other than to connect to the AT&T provided Managed Broadband access.

- P. Furthermore, the actual bandwidth that can be delivered on a broadband capable loop will not be determined until the time of service installation. The actual bandwidth may be different than the estimated bandwidth provided to Customers by AT&T at the time of ordering the Service Component and may vary during the Pricing Schedule Term. In rare cases, it may be determined at the time of installation that broadband connectivity cannot be delivered at all.
- Q. In certain countries, a monthly data transfer limit may apply to AT&T provided Managed broadband access. In certain countries, excess charges apply to data transfer above the data transfer limit.

AT&T Customer Premise Equipment ("AT&T CPE")

All AT&T CPE provided with the purchase of this Service remains the property of AT&T and is only available to Customers for the duration of the Service. AT&T CPE shall be used exclusively for the Service in accordance with the Service Agreement between the Customer and AT&T.

All AT&T CPE supplied by AT&T in support of AT&T is for management of Customer/AT&T demarcation point and shall not be used for anything other than the Service. Customer may not create any liens or encumbrances with respect to such facilities or equipment. For equipment provided by AT&T for the SoHo feature, AT&T will ship the AT&T CPE to the Customer's SoHo site for self-installation unless onsite installation services available and purchased. The CPOC shall be designated by Customer and the CPOC shall install the AT&T CPE with telephone assistance (as necessary) from the AT&T network operation center. AT&T will replace any defective AT&T CPE. The Customer, at its own expense, will provide: (i) an equipment room environmentally compliant with local laws and other environmental conditions as specified by AT&T; (ii) reasonable access to the equipment at times specified by AT&T; (iii) adequate work space, heating/cooling, light, ventilation and electrical outlets; (iv) necessary access to any rights of way, equipment space, conduit, electrical power and environmental conditions which AT&T deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to AT&T; and (v) for any Service which requires a telephone line, Customer shall also make available to AT&T for diagnostic purposes a local exchange carrier dedicated inbound telephone (POTS) line, which shall not be used by Customer for any other purpose while Service is being provided. Customer shall be responsible for removal of any hazardous material and correction of any hazardous condition on Customer's premises and shall protect all AT&T CPE against fire, theft, vandalism or other casualty. Also, Customer shall be responsible for compliance with all governmental and third party requirements relating to such equipment space and conduit.

The AT&T CPE shall not be removed, relocated, modified, or attached to non-AT&T equipment by Customer without prior written authorization from AT&T, which shall not be unreasonably withheld. Title to the AT&T CPE will remain with AT&T. Customer will, however, be liable for repair charges or the replacement cost of the AT&T CPE if it is damaged or lost. Upon termination of Customer's Service Agreement, Customer will return (at Customer's expense) all AT&T CPE to AT&T in the same condition as originally installed, ordinary wear and tear excepted or Customer will pay for restoration of the equipment to such condition. AT&T shall not be obligated to restore the premises to its original condition. If Customer does not return the AT&T CPE within thirty (30) days of the termination of the Service or make it available for removal by AT&T, then Customer shall be charged then-current market value of such AT&T CPE.

AT&T Dial, AT&T Managed Broadband, AT&T GMIS and AT&T MIS may be ordered as part of the Service; however the Customer is not required to use AT&T Dial, AT&T Managed Broadband, AT&T GMIS or AT&T MIS at any or all of its Sites. If the Customer elects to use any other type of Internet Access (including AT&T Business Internet Services or AT&T Managed Broadband purchased separately from the Service) it is the Customer's responsibility to ensure such Internet Access or Egress meets the requirements for the Service, as set forth in this Service Guide and the Service Agreement, and ensure support for such Internet Access or Egress.

- There is an extra charge for managing VPN Gateways and AT&T-provided VPN access devices and software for any Site that does not use AT&T Dial or AT&T Managed Broadband bundled as part of the Service, or AT&T MIS or AT&T GMIS as its means of Internet Access or Egress. Additional charges for this

management may apply. Additional charges will be agreed to in advance in the Agreement or customer specific order. Please see Sections, 4.4, and 7 of the AVTS Service Guide for further information about sites connected via Alternate Internet Access.

- AT&T MIS or AT&T GMIS Internet Egress for High End Site to Site or Internet Egress for Hub Sites for Remote Access or Hub sites or endpoint sites for SoHo Site to Site: AT&T MIS or GMIS is recommended for this Service, and may be ordered in conjunction with these portion of the Service; however Customers are not required to use AT&T MIS or GMIS for Internet Egress. If a Customer elects to use any other type of Internet Egress, it is the Customer's responsibility to provide Dedicated Internet Egress that meets the requirements for the Service, as set forth in this Service Guide, and ensure trouble shooting support for such egress. Please see Section 7 of the AVTS Service Guide for further information about sites connected via Alternate Internet Egress. For High End Site to Site and B2B VPNs, the terms Internet Access and Internet Egress are used interchangeably throughout this document, when no direction for a Tunnel is implied (such as Hub vs. Spoke).
- AT&T Managed Broadband for SoHo Site to Site and Remote Access features in select countries: If Customer elects to use any other type of Broadband Access purchased separately from the Service, it is the Customer's responsibility to provide Internet Access that meets the requirements for the Service, as set forth in this Service Guide, and ensure support for such access.
- AT&T Dial for the Remote Access feature: If Customer elects to use any other type of Dial Connectivity purchased separately from the Service, it is the Customer's responsibility to provide Internet Access that meets the requirements for the Service, as set forth in this Service Guide, and ensure support for such Internet Access.

ALL EQUIPMENT PROVIDED HEREUNDER IS PROVIDED ON AN "ASIS" BASIS AND CUSTOMER ASSUMES THE RISK ASSOCIATED WITH USE, REPAIR AND MAINTENANCE OF SUCH EQUIPMENT AND SOFTWARE.

"AT&T CPE" or "AT&T Equipment" means any equipment provided and/or maintained by AT&T at the Customer premise or other authorized location and used in conjunction with the delivery of the Service.

"Unit" means hardware equipment that User supplies and uses to access the AT&T Wi-Fi feature or the AT&T Wired Ethernet feature, including, but not limited to a computer, personal data assistant, any 802.11 Wi-Fi compliant card, Ethernet card or the like.

"VPN CPE" means the following AT&T CPE: i) the SoHo Office Connection VPN server, ii) the Sub Remote Office Connection VPN server, iii) the Remote Office Connection VPN Server, iv) Small Hub/Branch Office Connection VPN server, v) the Standard Hub Site VPN server, or vi) the High End Hub Site Connection VPN server, as these are further described in the Service Guide.

Equipment Provided with the Service

All equipment supplied by AT&T for use with the Service may only be used for the Service. Customer may not create any liens or encumbrances with respect to such facilities or equipment. For equipment provided by AT&T, AT&T will ship or deliver, install (on-site and/or tele-installation is available), and maintain the equipment, except as may otherwise be specified in the Country Unique Provisions. CPOC(s) shall be designated by the Customer and shall perform equipment replacement with telephone assistance (as necessary) from AT&T. Replacement equipment, as needed, shall be provided by AT&T. Customer, at its own expense, will provide: (i) an equipment room environmentally compliant with local laws and other environmental conditions as specified by AT&T; (ii) reasonable access to the equipment at times specified by AT&T; (iii) adequate work space, heating/cooling, light, ventilation and electrical outlets; (iv) necessary access to any rights of way, equipment space, conduit, electrical power and environmental conditions which AT&T deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to AT&T; and (v) for any Service which requires a telephone line, Customer shall also make available to AT&T for diagnostic purposes a local exchange carrier dedicated inbound telephone (POTS) line, which shall not be used by Customer for any other purpose while Service

is being provided. Customer shall be responsible for removal of any hazardous material and correction of any hazardous condition on Customer's premises and shall protect all AT&T facilities against fire, theft, vandalism or other casualties. Also, Customer shall be responsible for compliance with all governmental and third party requirements relating to such equipment space and conduits.

The equipment shall not be removed, relocated, modified, or attached to non-AT&T equipment by Customer without prior written authorization from AT&T, which shall not be unreasonably withheld. Title to the equipment will remain with AT&T. Customer will, however, be liable for repair charges or the replacement cost of the equipment if it is damaged or lost. Upon termination of the Service, Customer will return all equipment to AT&T in the same condition as originally installed, ordinary wear and tear excepted or Customer will pay for restoration of the equipment to such condition. AT&T shall not be obligated to restore the premises to its original condition. If Customer does not return the equipment or make it available for removal by AT&T, then Customer shall be liable for its then-current market value.

Licensing of Materials

"Materials" shall mean any literary works or other works of authorship that AT&T may deliver to Customer as part of the Service. The term Materials does not include Software or licensed internal code. AT&T hereby grants Customer a non-exclusive, paid-up, restricted license to use, execute, reproduce, display, perform, and distribute (only within Customer's business enterprise) any Materials provided as part of a Service.

Additional Disclaimers and Limitation of Liability

- A. AT&T does not warrant that AT&T will correct all defects in a Service, Materials, or Software. AT&T does not guarantee that AT&T's security procedures will prevent the loss of, alteration of, or improper access to, Customer information. Unless specified otherwise in this Addendum, AT&T provides Services, Materials, or non-AT&T Services WITHOUT WARRANTIES OF ANY KIND except as required by law. However non-AT&T manufacturers, suppliers, or publishers may provide their own warranties to Customer.
- B. In lieu of Section 9.2, sub (iii) of the General Terms and Conditions, the following shall apply: (iii) the amount of any other actual direct damages up to the greater of U.S. \$100,000 or the charges (if recurring or usage, 12 months' charges apply) for the Service that is the subject of the claim.

In addition to the limitations set forth in Section 96.0 of the General Terms and Conditions, except for those claims set forth in item (i) of Section 9.26.1(a), under no circumstances shall AT&T or its Affiliates be liable for any third party claims for damages against Customer.

Traveling User Support

- A. For certain Services, as specified in the applicable sections of the Service Guide, out of region roaming, also referred to as "Traveling User Support", is intended to allow the End User to access the Service when traveling to selected countries where there is a relationship established with Affiliates and other local service providers. Traveling User Support provides remote terminal access using supported terminal devices in the countries that support global network traveling Users.
- B. AT&T will provide Customer a list of the Affiliates and other local service providers and the terminal devices and emulation Software supported upon Customer's request.
- C. It is Customer's responsibility to comply with the use and licensing terms and conditions of the Software provider.
- D. Traveling User Support is intended to allow Customer's End Users to access on an occasional basis when Customer's End Users travel. If Customer needs access from an international location for an extended period, for example, longer than a month or more than three months in a year, Customer must obtain a local account ID

and user ID from the Affiliate or other local service provider AT&T will determine what constitutes occasional use.

- E. AT&T may change the procedures for Traveling User Support access upon notice to Customer.
- F. Customer is responsible for compliance with all applicable laws, including but not limited to, complying with all matters related to the import and export of technical data, computer equipment and Software.
- G. Customer should also note that as a traveling user guest in a country, Customer also agrees to comply with all applicable laws, regulations, or conventions in the country where Customer's transactions performed.
- H. Customer agrees that the country Affiliate or other local service provider whose services Customer is using as a traveling user has no liability to Customer under any circumstances. The local service provider of Customer's account ID and user ID is liable only according to the limitations of liability as specified in the General Terms and Conditions and Additional Terms and Conditions for the Service.

Help Desk Support

A. All problems, questions or requests for assistance regarding the Service ordered hereunder should be made to the appropriate AT&T help desk. Problems may be reported by telephone, or electronically using the NOTIFY function from the AT&T sign-on screen.

General

- A. Nothing in this Agreement shall create or vest in Customer any right, title or interest in the Service, other than the right to use the Service under the terms and conditions of this Agreement.
- B. AT&T's performance obligations under this Addendum shall be solely to Customer, and not to any third party. Other than as expressly set forth herein, this Agreement shall not be deemed to provide third parties with any remedy, claim, right of action, or other right.
- C. Customer and AT&T are both independent entities. Neither party is an agent, legal representative, partner, joint venture, franchisee, employee, or servant of the other party for any purpose.

39.0

General Terms and Conditions for RPost

Additional Terms and Conditions for RPost

Definitions

Capitalized terms used in this Agreement without definition will have the meanings set forth below:

"Billing Information" means the information that RPost will include on each customer bill, namely, the time (date and time) the (R)egistered e-Mail was sent and the name of the Sender.

"Customization Request" means a request to have RPost provide a customized form of the Service, pursuant to an attached Customization Schedule.

"End-User" means any individual authorized by Customer to send (R)egistered e-Mail pursuant to this Agreement.

"Gateway Partner" means a company or Internet Service Provider whose servers are equipped to provide End-Users with access to the Service.

"Global Network" means access to the global (R)egistered e-Mail infrastructure and network of which there is a charge added to (R)egistered e-Mail fees equal to 18% of the cost per (R)egistered e-Mail.

"National Mail Server™" means the servers owned and operated by RPost and equipped to provide the Service.

"(R) Enabler Software" means proprietary filter software owned by RPost to enable Client to use and access (R)egistered e-Mail. This is sometimes referred to as "Filter" software.

"Record Information" means the information that RPost will retain solely for purposes of resolving a billing dispute, trouble-shooting the Service, or that RPost may be required by law or Governmental regulation to retain, including, Sender Name, Sender e-mail address, date and time that the (R)egistered e-Mail was sent, to whom the e-mail was addressed, the size of the e-mail file, the size of any attachment, the Internet Service Provider, and information listed within the parenthesis on the subject field of the (R)egistered e-Mail.

"(R)egistered e-Mail" means a service created and owned by RPost and powered by RPost technology that tracks the delivery of e-mail and provides a return receipt to the sender of e-mail with a time/date seal and authenticates both the contents and any attachments of an e-mail message with hashing algorithms and digital encryption signatures, providing verification that a message was sent and delivered to the recipient's mail server.

"(R)egistered e-Mail Sponsors" means a Government agency or private entity that enters into an agreement with RPost to endorse and offers its brand in conjunction with (R)egistered e-Mail.

"RPost" means RPost International Limited, a corporation organized and doing business under the laws of Bermuda using the trade name RPost, as well as any RPost subsidiaries or affiliates. If the Customer is within the Territory of the United States, this agreement is explicitly between RPost Inc., a corporation organized and doing business under the laws of Delaware, and the Customer; and "RPost" means, in this case, RPost Inc. the Delaware company.

"Sender" means any End-User who sends (R)egistered e-Mail and has engaged in a relationship with RPost.

"Service" means the Service powered by RPost technology that tracks the delivery of e-mail and provides a return receipt to the sender of e-mail with a time/date seal.

"Strategic Affiliate" means a corporate client that provides periodic feedback about RPost's service for the purpose of improving the service.

"Territory" means (R)egistered e-Mail territory Jurisdiction.

Services

Implementation. RPost grants Customer a license to use RPost (R)Enabler Software, enabling Customer and/or End-Users to send (R)egistered e-Mail by routing their outbound (R)egistered e-Mail through National Mail Servers™ and the Global Network for (R)egistered e-Mail.

Customization Request. Customer may submit a Customization Request for customized services to be provided by RPost, pursuant to a Customization Schedule.

RPost Awareness Program. RPost will offer each new Customer a 30-day e-mail awareness program, consisting of five informational e-mails that the Customer may forward to its End-Users describing the Service and offering suggestions for using the Service. In addition, RPost will send by e-mail, in a PDF file or similar file format, an implementation and user manual to each new Customer.

Taxes

Customer shall pay all shipping charges, taxes (excluding those on RPost Inc.'s net income) and other similar charges (and any related interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by Customer to RPost Inc. prior to the delivery of Services consistent with FAR 52.229-3 (FEDERAL, STATE, AND LOCAL TAXES) (JAN1991). RPostInc. May assess, as separate line items on invoices, charges to recover its costs associated with Universal Service Fund charges, Primary Interchange CarrierCharges, Payphone Access Charges, and other charges that may be assessed, or changed, from time to time by the federal Government or state or local Governments.

Proprietary Rights

Proprietary Rights. Customer hereby agrees and acknowledges that RPost is the sole and exclusive owner of RPost technology, processes and services (including the (R)Enabler Software), and all RPost copyrights, trademarks, service marks, trade secrets, patents, and other proprietary rights used in connection with the Service. Customer agrees and acknowledges that all (R)egistered e-Mail Sponsors are the sole and exclusive owners of their copyrights, trademarks, and service marks used in connection with the Service.

Customer agrees that "(R)egistered e-Mail", "Registered e-Mail", "(R)egistered Receipt", "Registered Receipt", "(R)", "(O)", "(C)", and National Mail Server are among the service marks and trademarks owned by RPost.

Customer shall not reverse engineer, copy, modify, distribute, or transfer to any third party any of the (R) Enabler Software or related products. Customers also shall not distribute or provide access to the Service to any third party, except as provided by this Agreement.

Promotional Activities. Subject to pre-approval by Customer; Customer agrees to permit RPost to use Customer's logo and name on the RPost Web site. Customer agrees to be listed in RPost's published customer reference list and discussed in RPost's case studies in connection with Customer's use of RPost Services. Customer also grants RPost the right to issue, subject to pre-approval by Customer: (i) press

releases announcing the Customer relationship and identifying the type of Services purchased by Customer;

(ii) joint public statements; (iii) published articles in trade publications; (iv) reference calls (including media and analyst calls).

Confidential Information

Definition- Confidential Information shall include any non-public information regarding the products, services or business of a party (and, if either party is bound to protect the confidentiality of any third party's information, of a third party) where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary as well as information specifically identified as Confidential Information in this Agreement.

Disclosures and Use- Each party agrees to safeguard the confidentiality of Confidential Information of the other party with the same degree of care as it applies to its own confidential information, but in no case less than reasonable care. The receiving party shall use Confidential Information of the disclosing party only in performing under this Agreement and shall retain the Confidential Information in confidence and not disclose it to any third party (except as authorized under this Agreement) without the disclosing party's express written consent. The receiving party shall disclose the disclosing party's Confidential Information only to its employees and contractors who have a need to know such information for the purposes of this Agreement.

Exceptions- notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information which:

- a) is already known to the receiving party prior to disclosure by the disclosing party;
- b) becomes publicly available without fault of the receiving party;
- c) is rightfully obtained by the receiving party from a third party without restriction as to disclosure;
- d) is approved for release by written authorization of the disclosing party;
- e) is developed independently by the receiving party without use of the disclosing party's Confidential Information, as shown by appropriate documentation; or
- f) is required to be disclosed by law or Governmental regulation, provided that the receiving party provides reasonable notice to disclosing party of such required disclosure and reasonably cooperates with the disclosing party in limiting such disclosure.

Remedies- notwithstanding any other provisions of this Agreement, the disclosing party shall be entitled to seek a court injunction to protect its interests in the event of any breach or threatened breach by the receiving party of this Section.

Privacy

RPost Collection and Use of Customer Information- RPost collects the following information when a Customer uses the Services: name of the Customer, name of Sender, E-mail address of the intended recipient, size of the e-mail file sent, and information listed within parenthesis on the subject field of the (R)egistered e-Mail. This information is used by RPost for billing purposes and the provision of the Service and is Confidential Information of Customer. In some instances, RPost may require that Customers provide RPost with a password to access the Service. Passwords are Confidential

RPost Access to Contents of (R)egistered e-Mail- Customer understands and agrees that RPost will have access to the content of (R)egistered e-Mail only in the event that such access is required (i) to repair a National Mail Server™ or otherwise ensure the smooth operation of the Service; (ii) to investigate or prevent the abuse of the Service; or (iii) as otherwise provided in Section 5 of this Agreement. Such contents are Confidential Information of Customer and subject to the provisions of Section 12.3, below.

No Warranties

Failure to Provide Service-Customer will be notified if their (R)egistered e-Mail is undeliverable or if the service is unavailable. Customer's sole and exclusive remedy for any failure to provide the Service is that RPost will re-perform the applicable Service. Rpost has no other responsibility or liability for any such outage or any failure to deliver an e-mail.

Disclaimer of Warranties. Neither RPost nor any (R)egisterede-Mail Sponsor controls Customer's desktop computer hardware, software and network services provided by Customer to allow access to the Service. The computer desktop and network performance and/or nonperformance can impair or disrupt Customer's connections to e-mail, the Internet, or portions thereof, and the transmission of data. Accordingly, RPost and all (R)egistered e-Mail Sponsors disclaim any and all liability resulting from or relating to such events. The service is provided "as is" and "with all faults,"and RPost makes no additional warranties or representations, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose or title or arising from a course of dealing, usage or trade practice. (R)egistered E-mail Sponsors make no warranties or representations whatsoever to customer.

Indemnification

Customer Indemnification Obligations- Customer shall indemnify and hold RPost and any (R)egistered e-Mail Sponsor harmless against any claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of or connected with data or content in Customer's systems or Web site or in Customer's or End- User's e-mail or otherwise used or transmitted by Customer or End-User, or arising out of or connected with Customer's business activities.

Conditions to Indemnification-The indemnity obligations set forth in this Section are contingent upon: (a) the indemnitee giving prompt written notice to the indemnitor of any such claim(s); (b) the indemnitor at its option having sole control of the defense or settlement of the claim; and (c) at the indemnitor's request and expense, the indemnitee cooperating in the investigation and defense of such claim(s).

Limitation of Liability; Limitation of Remedy

Limitation of Damages- In no event shall RPost or any (R)egisterede-Mail Sponsor be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation loss of use, interruption of business, loss of data or loss of profits, arising out of or in any way connected with this agreement, the service or any software applications, even if RPost has been advised of the possibility of such damages. In no way shall any (R)egistered e-Mail End-User or Customer act as an agent in a litigation against RPost or authorize an agent to represent them in a litigation against RPost. In no event will RPost have liability for any amount in excess of the amounts paid by customer under this agreement. In no event shall any (R)egistered e-Mail Sponsor be liable for any damages whatsoever arising out of or connected with this Agreement or the Service.

Customer Content-In no event shall RPost or any (R)egistered e-Mail Sponsor be responsible or liable with respect to any inaccuracy, illegality, misinformation or any violation of a third party right or interest associated with or directly or indirectly arising out of the customer's content.

Customer Equipment- RPost assumes no liability for damage to, or loss of, any Customer equipment resulting from any cause other than the gross negligence or willful misconduct of RPost. To the extent RPost is liable for any damage to, or loss of, Customer equipment for any reason, such liability will be limited solely to the then current replacement value of Customer equipment, excluding lost data or software.

Term and Termination

Term- Unless terminated earlier pursuant to Sections 3.1 or 10.2, this Agreement shall commence on the Effective Date and continue for one year and will renew for successive one-year periods unless notice by either party of its intent not to renew is given thirty days prior to the end of the then current one-year term.

Effect of Termination- Upon termination of the Service, Customer must cease using the Service and the (R)Enabling Software and all rights and obligations of the parties shall cease, except for the payment obligations and as provided in Section 11.8. Termination by RPost shall not relieve Customer of the obligation to pay any fees owing to the date of termination. Upon termination of this Agreement, each party will return to the other party any Confidential Information of such other party, which is in its possession.

General

Relationship of parties- Nothing in this Agreement will be construed to imply a joint venture, partnership, or agency relationship between the parties, and RPost will be considered an independent contractor when performing Services under this Agreement. Nothing contained in this Agreement shall be construed as to allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. RPost requests that the customer provide periodic feedback about how RPost can improve the service, and in exchange for feedback, RPost will consider customer a Strategic Affiliate of RPost.

RPost Testimony-In the event that RPost personnel are subpoenaed or otherwise asked to give testimony in any disputes between a Customer and any third party which involves the Service, the Customer agrees to pay RPost for its limits and services at a rate of \$200.00 per hour, plus reasonable travel and other expenses.

Assignment- Customer shall not assign any of the rights or obligations under this Agreement without the prior written consent of RPost, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Customer may assign its interest herein, upon written notice to RPost, to a subsidiary of Customer's or to an entity that acquires substantially all Customer's assets or business which expressly assume Customer's obligations. The rights and liabilities of the parties hereto will bind and inure to the benefit of its respective successors and assigns. Nothing in this agreement shall be construed as to prohibit RPost from outsourcing provision of any part of the Service or from offering the (R)egistered e-Mail service under the brand of a (R)egistered e-Mail Sponsor.

Complete Understanding; Modification- This Agreement and any purchase order issued under this agreement constitute the entire agreement between the parties relating to its subject matter and supersede all prior agreements and understandings between the parties with respect to its subject matter and may not be changed unless mutually agreed upon in writing by both parties. No different or additional terms set forth in a purchase order or other communication will be binding on RPost unless RPost specifically agrees in

writing to such different or additional terms. An Officer of RPost is required to authorize any changes on behalf of RPost.

Notices- Any notices required or permitted hereunder must be given to the appropriate party at the address specified on the Contract Information Sheet at such other address as the party may specify in writing. Such notice will be deemed given upon personal delivery to the appropriate address or sent by certified or registered mail,

(R)egistered e- Mail, commercial courier, or Fax three days after the date of mailing only for mailing, or confirmed receipt for e-mail and fax, two days for courier provided that notice of change of address will be deemed effective only upon receipt.

Governing law; consent to jurisdiction. This Agreement shall be deemed to be a contract made under, and shall be construed under the laws of federal Government contracts.

Dispute Resolution-except as provided in Section 5, failure of the parties to this Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes [DEC 1998], which is incorporated herein by reference.

Survival of Obligations-The rights and obligations with respect to Proprietary Information, Confidential Information, Privacy, Warranties, Indemnification, Limited action of Liability, and Disclaimers shall survive the termination or expiration of this Agreement.

Amendments- This Agreement may not be modified or amended except by written instrument signed by an authorized representative of both parties. RPost requires authorized representative to be an Officer of RPost Inc.

Counterparts-This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. All signed fax copies of the Agreement shall be deemed as valid as originals.

Litigation-If the Customer is involved in litigation where the (R)egisterede-Mail system is in question, the Customer is required to notify RPost and RPost reserves the right to defend the (R)egistered e-Mail system in the litigation.

Special Provisions

Privacy Policy- Collection of information; RPost collects the following information when End-Users use the Services: senders name, sender e-mail address, date and time that the (R)egistered e-Mail was sent, to whom the e- mail was addressed, the size of the e-mail file, the size of any attachment, the Internet Service Provider, and information listed within the parenthesis on the subject field of the (R)egistered e-Mail. This information will be used to respond to your concerns/inquiries regarding mail services or other issues relating to the RPost.

RPost may disclose this information to an appropriate domestic or foreign Government agency for law enforcement purposes, but only upon formal request therefore specifying the applicable laws or regulations requiring disclosure. If a RPost is requested or required (by laws or regulations, interrogatories, formal requests for information or documents, subpoena civil investigative demand or other process) to disclose any Confidential Information to a legal, regulatory or Governmental authority, the RPost will so advise in writing the senders' Agency.

Access to Contents of Registered e-Mail. The Customer understands and agrees that RPost will have access to the content of (R)egistered e-Mail, during processing, only in the event that such access is required (i) to repair a National Mail Server™ or otherwise ensure the smooth operation of the Service; (ii) to investigate or prevent the abuse of the Service; or (iii) as required by law. Such contents are Confidential Information of the Customer to the extent permitted by applicable law.

40.0

Additional Terms and Conditions Cloud Based Services

Additional Terms and Conditions-Cloud Based Services

These Additional Terms and Conditions – Cloud Based Services provide the terms under which Customer shall purchase and use the services identified:

- AT&T Synaptic Compute as a ServiceSM
- AT&T Synaptic Storage as a ServiceSM

(which shall be referred to as the “Service” where ordered individually or when ordered together) and shall not apply Customer’s order or purchase of any other product or service from AT&T or its affiliates. The rates, terms and conditions of the Service that AT&T provides to Customer under this Agreement are found in this document and the following additional documents: (i) the AT&T Enterprise Hosting Service Guide found

at <http://serviceguidenew.att.com/> (ii) the Pricing Schedule attached to this Agreement; and (iii) the Acceptable Use Policy (“AUP”) found at www.att.com/aup. AT&T may revise the Service Guide or the AUP at any time, and may direct Customer to websites other than listed above. If there are conflicting terms contained in these documents, the order of priority of the interpretation shall be this Agreement, the AUP, and the Service Guide.

Services: AT&T will either provide or arrange to have its Affiliate provide the Service to Customer under this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

Customer may not resell the Services to third parties (excluding Customer’s Affiliates) without AT&T’s written consent. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement, and Customer is responsible for their use of any Services, unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet, Customer and Users will comply with the AUP.

Use of Service requires Customer and users of Service to agree comply with any license terms presented during access to or use of Service. Certain license terms are set forth at the end of this Agreement. Please review these license terms. Your use and acceptance of the Service constitutes Your agreement and acceptance of these license terms.

Access: Where necessary, Customer will in a timely manner allow AT&T to access, or at Customer’s expense obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Services. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer’s connection to AT&T’s network. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service, or suspend performance until Customer removes the hazardous materials.

Privacy: Each party is responsible for complying with the privacy laws applicable to it. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, AT&T recommends that Customer encrypt such data so that it will be unintelligible. Customer shall be responsible for any consent from or notice to a User regarding AT&T’s processing the User’s information in connection with providing Service.

Use of Software: Software used with the Service is governed by written terms and conditions, including end user license agreements, applicable to such software. Customer shall comply with all such terms and conditions, which take precedence over this Agreement as to such software. Title to software remains with AT&T or the supplier/licensor of the software.

Rates Applicable and Taxes: The rates applicable for Service ordered under this Agreement shall be the rates set forth in this Agreement. Except as provided for in the Pricing Schedule, rates are not subject to discount or waiver. All rates are exclusive of, and except to the extent exempt as a matter of law, Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

Promotional or Trial Terms: If at the time you order a Service you qualify for and accept the Service on a trial or promotional basis, the following terms apply: (i) Terms for qualifying Customers are described in the AT&T Business Service Guide for AT&T Enterprise Hosting Service at <http://serviceguidenew.att.com/>. To qualify, Customer may be required to input AT&T-provided authorization code at AT&T Cloud Services online web portal (https://www.synaptic.att.com/clouduser/synaptic_welcome.htm). If the promotion or trial offer provides you service at no charge, at the end of the trial or promotion period, if you do not terminate your use of the Service and you continue to use the Service, AT&T will charge you the applicable rates you agreed to consistent with the terms of this Agreement. All promotions and/or trials are subject to change or withdrawal by AT&T at any time.

Billing, Payments, Deposits: Unless payment terms are otherwise specified at the time of order (e.g., credit card payment), payment is due 30 days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise).

41.0

Additional Termns and Conditions Content Network Delivery

General Services Administration (“GSA”) Rider to Akamai Technologies, Inc. Terms & Conditions (for U.S. Government End Users)

1. **Scope.** This GSA Rider and the Akamai Technologies, Inc. (“Akamai”) Terms & Conditions (“Terms & Conditions”) (collectively, the “Agreement”) establish the terms and conditions enabling U.S. Government agencies (each, a “Customer”) to procure services from Akamai.
2. **Applicability.** The attached Terms & Conditions are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101-7109), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 6305), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ)), and 28 U.S.C. § 1498 (Patent and copy right cases)). To the extent the Terms & Conditions are inconsistent with the Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under GSA contract #GS-35F-0249J, including, but not limited to the following:
 - a) **Contracting Parties.** The “Customer” is the “Ordering Activity”, defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Customer cannot be an individual because any implication of individual contracting triggers the requirements for legal review by Federal Employee unions.
 - b) **Changes to Work and Delays.** Any changes to work and delays are subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable Delays (JUN 2010), regarding which the GSAR and the FAR provisions shall take precedence.
 - c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government Customer must be included within the contract signed by the Government Customer.
 - d) **Termination.** Clauses in Akamai’s Terms & Conditions referencing termination or cancellation of orders placed there under are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Akamai may request cancellation or termination of orders placed under the Terms & Conditions if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section P below or if such remedy is otherwise ordered by a United States Federal Court.
 - e) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)), the validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Terms & Conditions referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
 - f) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010), unilateral termination by Akamai does not apply to a Government order and all clauses in the Terms & Conditions referencing unilateral termination rights of Akamai are hereby deemed to be deleted.
 - g) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Terms & Conditions are hereby deemed to be deleted.

- h) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Terms & Conditions are hereby deemed to be deleted.
- i) **Customer Indemnities.** All Terms & Conditions clauses referencing Customer indemnities are hereby deemed to be deleted.
- j) **Contractor Indemnities.** All Terms & Conditions clauses that (1) violate DOJ's right (28 U.S.C.516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- k) **Renewals.** All Terms & Conditions clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- l) **Future Fees or Penalties.** All Terms & Conditions clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- m) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- n) **Third Party Terms.** Subject to the actual language agreed to in the order by the Contracting Officer, any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Akamai indemnities do not constitute effective migration.
- o) **Installation and Use of the Software.** Installation and use of software, if any, shall be in accordance with this Rider and Terms & Conditions, unless an Ordering Activity determines that it requires different terms of use and Akamai agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- p) **Dispute Resolution and Venue.** Any disputes relating to the Terms & Conditions and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Akamai shall have standing to bring such claim under the Contract Disputes Act.
- q) **Limitation of Liability: Subject to the following:**
 - Akamai and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Akamai and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- r) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- s) **Public Access to Information.** Akamai agrees that the Terms & Conditions and this Rider contain no confidential or proprietary information and acknowledges the Terms & Conditions and this Rider will be available to the public.
- t) **Confidentiality.** Any provisions that require the Government Customer to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.
- u) **Acceptable Use Policy.**

Notwithstanding anything to the contrary in the Acceptable Use Policy ("AUP") included as Exhibit A to the Terms & Conditions, the parties hereby agree as follows:

Akamai may, eight (8) hours after Akamai's prior written notice to GSA (or other agency Customer contracting official) suspend service only to the extent necessary to prevent a violation of the AUP from causing imminent (i) exposure of Akamai or underlying service providers to criminal sanctions or prosecution, (ii) significant irreparable harm to or significant interference with the integrity or normal operations or security of Akamai's network or networks with which Akamai is interconnected or significant interference with another customer's use of Akamai's services or the Internet; or (iii) significant irreparable harm to Akamai, underlying service providers or Akamai's customers or their respective employees.

Akamai may act immediately and without prior notice to suspend service only to the extent necessary to respond to a federal or state government order or mandate that certain conduct must be stopped. In such instance, Akamai shall provide written notice and detailed explanation to the GSA CO, GSA ACO, and the impacted Customer Agency (or other official designated by the Customer Agency) within one hour of suspension.

Under no circumstances may Akamai suspend service without notice.

Any suspension shall be only for the time necessary for steps to be taken that will reasonably prevent the violation from continuing or reoccurring.

Under no circumstances may Akamai unilaterally terminate service.

Akamai Product License Agreements

Legal notice

Akamai products are not sold; rather, copies of Akamai products are licensed all the way through the distribution channel to the end user. IF YOU USE OR DISTRIBUTE ONE OR MORE OF THE AKAMAI PRODUCTS BELOW, THE TERMS AND CONDITIONS OF THE APPLICABLE LICENSE AGREEMENTS BELOW APPLY TO YOU.

Please read the agreements applicable for the products you want to use. Please be careful to read the agreement for the software you want to use.

HD Networks Player Component License Agreement

HD Networks Player Component License Agreement (iPhone® and iPad® version) Akamai Net Session Interface - License Agreement

Akamai Net Session Interface - C-API License

HD Network Player Component License Agreement Version: December 9, 2009

This is a License Agreement (the "Agreement") for certain software modules known as the HD Networks Player Component (the "Software") owned by Akamai Technologies, Inc. ("Akamai") that are useful in connection with Akamai's HD Network service offering.

Please read this Agreement. By enabling end users to access and integrate the Software with your branded media player, you agree to these terms. If you do not agree to the terms of this Agreement, the Software cannot be integrated with your media player or otherwise used for any purpose.

The Software consists of compiled classes containing logic for connecting to the Akamai HD Network. These computer programs are provided to you and your end users in machine-readable (executable) form only.

Akamai either owns or has the right to provide you the Software, portions of which may be copyrighted. The Software is not sold, and it is provided at no cost other than as set forth in any applicable Akamai services order form.

Limited License

You have a non-exclusive, personal and non-transferable right and license

- a) to integrate the Software with your branded media player during runtime execution on an end user client machine, and
- b) with Akamai's prior written consent, to bundle the Software with your branded media player and to distribute that bundled code to end users who will use the Software as provided in subsection 1(a). In either case, the Software shall only be used in connection with your authorized use of Akamai's HD Network service, and for no other purpose. Akamai shall have the right to modify the Software at any time within its discretion. Updated versions of the Software shall be made available as soon as reasonably practicable to ensure that end users implement such versions. You will ensure that anyone who obtains and uses the Software does so only in compliance with the terms of this Agreement. No right to sublicense is granted, and Akamai may terminate this license at any time upon notice to you. All other rights in and to the Software are hereby reserved.
- c) Restrictions
- d) Personally Identifiable Information. The Software is a set of logic through which your player may retrieve content from the Akamai HD Network with your branded media player. You will ensure that your media player does not provide Akamai, through the Interface or otherwise, any personally identifiable information (PII), or any other information that can be used to uniquely identify, contact, or locate a single

person or can be used with other sources to uniquely identify a single individual. Further, Akamai assumes no obligation and is not responsible to obtain end user consent or approval for integration of the Software with your branded media player, or to obtain any such end user consent or approval to collect analytics data using that Software.

- e) **Third Party Use, Reverse Engineering or Export.** You may not use, copy, modify or distribute the Software except as provided in this Agreement. Except as set forth herein, the Software may not be used in association with any third party product or service including, without limitation, any third party content delivery network (CDN). Except as permitted by applicable law and this Agreement, neither you nor your end-users may decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, sublicense, or create derivative works from, the Software or transmit the Software over a network. You may not use or otherwise export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, none of the Software may be used or otherwise exported or re-exported into (or to a national or resident of) a United States embargoed country or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any country or on any such list.

No Warranty On Software

You and your end users use the Software at your own risk. Akamai provides the Software to you "AS IS" and without warranty. You are not entitled to any hard copy documentation, maintenance, support or updates for the Software.

AKAMAI EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AKAMAI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, AKAMAI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO PORTIONS OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation Of Liability

In no event shall Akamai be liable to you for any damages exceeding any amount paid for the Software or the service with which the Software is used.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL AKAMAI BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM ANY LOSS OF DATA CAUSED BY THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU.

Government End Users

If you are acquiring the Software on behalf of any part of the United States Government, the following provisions apply. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and/or the accompanying documentation by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of

this Agreement. Any technical data provided that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 220.7015(b).

Controlling Law and Severability

This Agreement shall be governed by the laws of the United States and those of the Commonwealth of Massachusetts. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

Government End Users

If you are acquiring the Software on behalf of any part of the United States Government, the following provisions apply. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and/or the accompanying documentation by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 220.7015(b).

Complete Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing.

Your rights under this Agreement will terminate automatically without notice if you fail to comply with any term(s) of this Agreement.

You may continue to license the Software under this Agreement for so long as you are using Akamai's HD Network service, or as Akamai shall otherwise agree in writing. Upon termination, your end users will no longer have the right to integrate and use the Software with your branded media player.

HD Networks Player Component License Agreement (iPhone® and iPad® version) Version: February, 2010

This is a License Agreement (the "Agreement") for certain software modules known as the HD Networks Player Component (the "Software") owned by Akamai Technologies, Inc. ("Akamai") that are useful in connection with Akamai's HD Network service offering.

Please read this Agreement. By enabling end users to access and integrate the Software with your branded media player, you agree to these terms. If you do not agree to the terms of this Agreement, the Software cannot be integrated with your media player or otherwise used for any purpose.

The Software consists of compiled static libraries containing logic for connecting to the Akamai HD Network. These computer programs are provided to you and your end users in machine-readable (executable) form only, although Akamai may make available portions of the Software in source code form (e.g. for demo or other purposes) at its discretion. Akamai either owns or has the right to provide you the Software, portions of which may be copyrighted. The Software is not sold, and it is provided at no cost other than as set forth in any applicable Akamai services order form.

Limited License

You have a non-exclusive, personal and non-transferable right and license

- a) to integrate the Software with your branded media player, and
- b) with Akamai's prior written consent, to bundle the Software with your branded media player and to distribute that bundled code to end users who will use the Software as provided in subsection 1(a). In either case, the Software shall only be used in connection with your authorized use of Akamai's HD Network service, and for no other purpose. Akamai shall have the right to modify the Software at any time within its discretion. Updated versions of the Software shall be made available as soon as reasonably practicable to ensure that end users implement such versions. You will ensure that anyone who obtains and uses the Software does so only in compliance with the terms of this Agreement. No right to sublicense is granted, and Akamai may terminate this license at any time upon notice to you. All other rights in and to the Software are hereby reserved.

Restrictions

- a) Personally Identifiable Information

The Software is a set of logic through which your player may retrieve content from the Akamai HD Network with your branded media player. You will ensure that your media player does not provide Akamai, through the Interface or otherwise, any personally identifiable information (PII), or any other information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. Further, Akamai assumes no obligation and is not responsible to obtain end user consent or approval for integration of the Software with your branded media player, or to obtain any such end user consent or approval to collect analytics data using that Software.

- b) Third Party Use, Reverse Engineering or Export
You may not use, copy, modify or distribute the Software except as provided in this Agreement. Except as set forth herein, the Software may not be used in association with any third party product or service including, without limitation, any third party content delivery network (CDN). Except as permitted by applicable law and this Agreement, neither you nor your end-users may decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, sublicense, or create derivative works from, the Software or transmit the Software over a network. You may not use or otherwise export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, none of the Software may be used or otherwise exported or re-exported
 - (i) into (or to a national or resident of) a United States embargoed country or:
 - (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any country or on any such list.

No Warranty On Software

You and your end users use the Software at your own risk. Akamai provides the Software to you "AS IS" and without warranty. You are not entitled to any hard copy documentation, maintenance, support or updates for the Software.

AKAMAI EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AKAMAI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, AKAMAI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE

OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION INTERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.SOME JURISDICTIONS DO NOTALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO PORTIONSOF THE ABOVE EXCLUSIONMAY NOT APPLY TOYOU.

Limitation Of Liability

In no event shall Akamai be liable to you for any damages exceeding any amount paid for the Software or the service with which the Software is used.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL AKAMAIBE LIABLEFORANY INCIDENTAL, SPECIAL, INDIRECTORCONSEQUENTIAL DAMAGES ARISING OUT OFORRELATING TO THIS LICENSE, INCLUDING,BUT NOT LIMITEDTO,DAMAGES RESULTING FROM ANY LOSS OF DATA CAUSED BY THE SOFTWARE.SOME JURISDICTIONS DONOT ALLOW THELIMITATIONOF INCIDENTAL ORCONSEQUENTIAL DAMAGES SO THIS LIMITATION MAYNOTAPPLY TO YOU.

Government End Users

If you are acquiring the Software on behalf of any part of the United States Government, the following provisions apply. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and/or the accompanying documentation by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 220.7015(b).

Controlling Law and Severability

This Agreement shall be governed by the laws of the United States and those of the Commonwealth of Massachusetts. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

Complete Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing.

Your rights under this Agreement will terminate automatically without notice if you fail to comply with any term(s) of this Agreement.

You may continue to license the Software under this Agreement for so long as you are using Akamai's HD Network service, or as Akamai shall otherwise agree in writing. Upon termination, your end users will no longer have the right to integrate and use the Software with your branded media player.

The Akamai Net Session Interface End User License Agreement Version:

February 14, 2011

The Akamai Net Session Interface Extended ("Net Session Interface") is a secure networking service that is installed on your computer for improving the speed, reliability and efficiency of content downloaded from the Internet. Use of the Net Session Interface allows you to download content from the Internet and other Net Session Interface users

and in turn, utilizes a small amount of your upload bandwidth to enable other users of the Net Session Interface to download pieces of that content from your computer. The Net Session Interface runs in the background and uses a negligible amount of your computer resources or upload bandwidth when you are not actively downloading content. The Net Session Interface is a key service used by many of your favorite software and media publishers who have chosen Akamai to optimize their content delivery. More detailed information can be found here:

<http://www.akamai.com/client>. The Net Session Interface downloads only files specifically authorized by you, or for the purpose of automatically updating itself. At any time, you may uninstall the Net Session Interface through the Add/Remove Programs Control

Panel (Windows), or by simply running the uninstaller app (Mac). NOTICE: Please carefully read and review this End User License Agreement (this "Agreement"). This Agreement is a legal agreement between Akamai Technologies, Inc. ("Akamai" "We," "Us," or "Our") and you (either an individual or an entity). This Agreement specifies the terms under which you are allowed you to use our "Akamai NetSession Interface" software application and our related services (referred to collectively as the "Akamai NetSession Interface" or the "Software") to retrieve digital information of all types that is posted on the Internet by publishers working with Akamai. For questions or feedback on Akamai's Bill of Rights, please complete our feedback form.

Agreement to EULA

By installing or using the Software, you are consenting to be bound by this agreement. Use of the Software is also governed by the Akamai Privacy Policy, which is incorporated into this Agreement by this reference. If you do not agree to be bound by this Agreement you may not install or use the Software. You can remove this software through a standard uninstall process detailed at www.akamai.com/client.

Single Copy Software License and Trademarks

- a) The Software is copyrighted and protected by law and international treaty. You may install and use this Software on a single computer for your internal use only, unless specifically licensed to do otherwise by Akamai.
- b) All rights not expressly granted by us in this Agreement are reserved. Without limiting the generality of the previous sentence, you may not (i) copy the Software (or any part of the Software), (ii) modify the Software or separate out any of its components for use with other software, (iii) transfer the Software to another person (except that you may transfer the software in connection with a transfer of the computer on which it is installed), (iv) decompile, disassemble, or otherwise reverse engineer or attempt to discover any underlying proprietary information of the Software, or (v) use the Software in any way that violates any applicable federal, state, local, or international law or regulation.
- c) You further acknowledge that "the Akamai NetSession Interface" and "Akamai" are our trademarks and that this license does not grant you any right whatsoever in these trademarks. For example, you have no right to use, copy, modify, or publicly display these trademarks, and you may not remove, alter, or delete such trademarks as are affixed by us to reports, documents, templates, screen shots, etc. generated through use of the Software. Finally, you may not assist or allow anyone to do anything that this Agreement prohibits you from doing.
- d) You understand that the Software is licensed to you and not sold. We retain title to all copies of the Software and all intellectual property rights contained within or embodied by the Software.

Upgrades

You acknowledge that from time to time we may issue upgraded versions of the Software and may automatically download and electronically upgrade the version of the Software running on your computer. This is done to maintain the security of the software, upgrade the protocol and upgrade Software features. You consent to such automatic upgrading, and agree that the terms and conditions of this Agreement will apply to all such upgraded versions. Any upgraded version of the Software will be subject to this Agreement.

Operation of the Akamai Net Session Interface and Your Information

- a) (You agree that the Software may send and receive commands and data related to participating publishers' digital information ("Published Content") to and from the Akamai network and other Akamai Net Session Interfaces to facilitate the downloading of Published Content.
- b) Akamai may retain information regarding the transmission of Published Content similar to a normal web server. Such information may include IP Address, URL of the content retrieved, data and time, and file size. None of this information, however, is associated with any personally identifiable information.
- c) As a condition to your downloading and using the Software and services, you agree not to (i) use the Software or our services, or attempt to penetrate, modify or manipulate the Software or our services or any of the hardware or software thereof, in order to invade the privacy of, obtain the identity of, or obtain any personal information or Internet protocol addresses of, any end-user that has installed the Software, or to modify, erase or damage any information contained on the computer of any end-user connected to Akamai or otherwise, and (ii) use any device, software or routine, or take any action whatsoever, to interfere or attempt to interfere with the proper working of the Software or our services.

Akamai does not review or have any control over Published Content

If you choose to download and use any Published Content, then your rights with respect to such Published Content shall be a matter between you and the third party publisher of such Published Content and may be affected by such third party content provider's license agreement, terms of use, or other applicable policies and guidelines or by applicable law. Akamai disclaims any and all liability arising from, or in connection with, your download or use of any Published Content, including but not limited to any and all responsibility for (i) the functionality, performance, truthfulness, accuracy, or completeness of any Published Content, (ii) for any claims that such Published Content infringes any copyright or other intellectual property right, misappropriates or violates any right of privacy or publicity, defames any person or business, or is obscene or otherwise offensive or inappropriate, and (iii) information that is gathered from you, if at all, by third party content providers before, during, or after your request to such content providers to download Published Content.

Updates to the Terms of Use.

You acknowledge that from time to time we may modify the terms governing your use of the Software. Notice of such updates will be provided by posting the effective date on the Software Terms of Use appearing on Akamai's Website. You consent to and agree to be bound by the current Terms of Use if you continue to use the Software after the effective date of such Terms of Use.

Disclaimers.

The Software is provided "AS IS" basis without warranties of any kind, either express or implied. Akamai discloses all warranties express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, noninfringement and title, and any warranties arising from a course of dealing, usage, or trade practice. The duration of any implied warranty that is not effectively disclaimed will be limited to the warranty period. Akamai does not represent or warrant that the Software or materials provided through use of the Software are accurate, complete, reliable, timely, secure, current, or error-free. Those who download this Software from other jurisdictions do so at their own risk and are responsible for compliance with local law.

Limitation of Liability.

- a) You expressly acknowledge and agree that in no event shall Akamai, its officers, directors, shareholders, affiliates or licensors be liable for any special, punitive, incidental, consequential or exemplary damages, including but not limited to damages for loss of use, computer failure or malfunction, loss of goodwill, lost profits, loss of data or information, unauthorized access to and/or loss of your personally identifiable information, or any and all other commercial damages and losses, arising out of or in connection with the

Software or its use or this Agreement, even if Akamai, its officers, directors, shareholders, affiliates or licensors have been advised of the possibility of such damages. Some states do not allow the exclusion nor limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

- b) Akamai is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any the Software, including any injury or damage to users or to any person & rquo;s computer related to or resulting from participation or downloading materials in connection with the Software. Under no circumstances shall Akamai be responsible for any loss or damage, including personal injury or death, resulting from use of the Software or from the conduct of any users of the Software, whether online or offline.
- c) You acknowledge and agree that the provisions under this Agreement that limit liability, disclaim warranties, or exclude consequential damages or other damages or remedies are essential terms of this Agreement that are fundamental to the parties' understanding regarding allocation of risk, and all of these provisions are also made on behalf of third parties that are authorized by Akamai to distribute the Software and shall inure to their benefit. Accordingly, such provisions shall be severable and independent of any other provisions and shall be enforced as such, regardless of any breach or other occurrence hereunder. Without limiting the generality of the foregoing, you agree that all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies shall remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause any exclusive remedy under this Agreement to fail of its essential purpose.

Proprietary Rights.

Akamai and its licensors retain all copyrights, trade secret rights, patents, trademarks, and any other proprietary rights covering or relating to the Software. You acknowledge that the Software includes or incorporates proprietary and confidential information belonging to Akamai and its licensors.

Termination.

We may terminate this Agreement at any time and without prior notice if you violate it. You must destroy all copies of the Software in your possession or control promptly upon termination. Our termination will not limit any of our other rights or remedies under this Agreement or at law or in equity. Any provision of this Agreement that by its sense and context is intended to survive termination of this Agreement will survive termination.

Governing Law.

This Agreement and any and all claims relating to the Software shall be governed by the laws of the State of California, U.S.A. without regard to or application of choice of law rules or principles.

Export.

You acknowledge that the Software is subject to United States export control laws, including but not limited to the export administration regulations. You will not export, re-export or divert the Software in contravention of those laws.

Electronic Contracts and Records.

For all purposes under the Agreement and all other purposes under applicable law, an electronic communication of any kind shall be deemed (i) a "writing" and "written"; (ii) "signed"; and (iii) when printed from electronic files or records established and maintained in the normal course of business, an "original business record." You expressly waive any right to object to the validity or enforceability of this Agreement or any other electronic communication on the ground that a "statute of frauds" or any other law requires that agreements be in writing or signed by the bound party.

Electronic communications, if introduced as evidence in any proceedings, shall be admissible as between the parties to the same extent and under the same conditions as business records originated and maintained in paper form.

Severability and Waiver.

If any provision of this Agreement is illegal or unenforceable under applicable law, the remaining provisions of this Agreement will remain valid and fully enforceable. No delay or failure to take action under these terms and conditions will constitute a waiver by Akamai unless expressly waived in writing by a duly authorized officer of Akamai.

Modification.

You may not amend terms or conditions of this Agreement without the prior written consent of an authorized officer at Akamai. We may prospectively amend this Agreement at any time pursuant to Section 6.

Akamai Net session Interface SDK License Agreement

This is a License Agreement (the "Agreement") for certain code (the "Software") owned by Akamai Technologies, Inc. ("Akamai") that is useful in connection with Akamai's service offerings.

Please read this Agreement. By using the Software, or any modified version of the Software customized by Akamai or you, you agree to these terms. If you do not agree to the terms of this Agreement, the Software cannot be integrated with your environment or otherwise used for any purpose.

The Software consists of code for the Akamai Net Session Interface that performs a number of advanced networking functions, the most significant of which is downloading files from HTTP web servers and other Net Session enabled computers. This code is provided to you in source code format. Akamai either owns or has the right to provide you the Software, portions of which may be copyrighted.

Limited License. You have a non-exclusive, personal and non-transferable right and license to use the Software. The Software shall only be used in connection with your authorized use of Akamai's services, and for no other purpose. Akamai shall have the right to modify the Software at any time within its discretion. Updated versions of the Software may be made available. You will ensure that anyone who obtains and uses the Software does so only in compliance with the terms of this Agreement. No right to sublicense is granted, and Akamai may terminate this license at any time upon notice to you. All other rights in and to the Software are hereby reserved.

Restrictions on Third Party Use, Reverse Engineering or Export. You may not use, copy, modify or distribute the Software except as provided in this Agreement. Except as set forth herein, the Software may not be used in association with any third party product or service including, without limitation, any third party content delivery network (CDN). Except as permitted by applicable law and this Agreement, neither you, nor your end-users, may decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, sublicense, or create unauthorized derivative works from, the Software or transmit the Software over a network. For purposes of clarity, an authorized derivative work is one you create based on the Software for your internal use only in conjunction with the Akamai services. You may not use or otherwise export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, none of the Software may be used or otherwise exported or re-exported (a) into (or to a national or resident of) a United States embargoed country or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any country or on any such list.

No Warranty On Software. You and your end users use the Software and any derivative works you may create based on the Software at your own risk. Akamai provides the Software to you "AS IS" and without warranty and you hereby indemnify Akamai for your use of the Software to create derivative works. You are not entitled to any hard copy documentation, maintenance, support or updates for the Software.

AKAMAI EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AKAMAI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, AKAMAI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO PORTIONS OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

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UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL AKAMAI BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM ANY LOSS OF DATA CAUSED BY THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU.

Government End Users. If you are acquiring the Software on behalf of any part of the United States Government, the following provisions apply. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and/or the accompanying documentation by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 220.7015(b).

Controlling Law and Severability. This Agreement shall be governed by the laws of the United States and those of the Commonwealth of Massachusetts. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

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Your rights under this Agreement will terminate automatically without notice if you fail to comply with any term(s) of this Agreement.

You may continue to license the Software under this Agreement for so long as you are using Akamai's service, or as Akamai shall otherwise agree in writing. Upon termination, your end users will no longer have the right to integrate and use the Software.

Akamai Net Session C-API Support Policy.

Full Support is provided for the most recent two API versions regardless of age. Any non-current API versions older than 2 years from date of initial release are considered unsupported.

Each API version is labeled with at least three, potentially four numbers. Major, Minor, Update and Bug fix numbers. Only the first three components are considered when defining a version.

For unsupported releases Akamai will take commercially reasonable efforts to keep version working, but they will not be patched or debugged.

In the event of a critical error or security issue Akamai may require customers to upgrade or patch a currently supported API version in order to keep their systems working properly. We will always work with customers to assist in upgrade process but it will be the responsibility for customers to have complaint software and customer accept responsibility for running unsupported versions.

42.0

Additional Terms and Conditions

AT&T Network Aggregation Service

ADDITIONAL TERMS AND CONDITIONS AT&T NETWORK AGGREGATION SERVICE

Definitions

“Extended Broadband Access” means high speed internet connectivity and/or broadband access provided by the Underlying Service Providers as detailed in Exhibit 1.

“Site” means any Customer location to which services are being provided hereunder.

“Service Providers” mean the third parties who provide broadband access.

“Underlying Service Providers” means the third party service providers who provide Extended Broadband Access and are identified in Exhibit 1.

Description of Services

Pursuant to these terms and conditions, AT&T will integrate project management, billing and ordering in a single point of contact for the provision of broadband transport to Site(s) identified herein (“AT&T Network Aggregation Services”). The service components of AT&T Network Aggregation which Customer may purchase include AT&T Business DSL Internet Service, Network Integration Services and Extended Broadband Access. Extended Broadband Access is provided by the Underlying Service Providers in geographic areas where AT&T Business DSL Internet Service is not available. Service is available in the U.S. only.

RATES AND CHARGES

Extended Broadband Access. The Extended Broadband Access Rates and Charges set forth in this GSA Schedule contract shall apply for the Term of this Service, provided that the Site is activated within twelve (12) Months of the Effective Date.

Network Integration Services. The pricing for professional Services in the SOW shall be effective for the Term.

TERMINATION

Minimum Term for Extended Broadband Access. Extended Broadband Access is subject to a minimum term, per Service Provider, as specified in Schedule 1 Table 1 (the “Initial Minimum Term”). AT&T will provide Extended Broadband Access for the Term. Extension terms are available per the mutual agreement of the parties utilizing the Change Control process.

Termination of Extended Broadband Access. AT&T may terminate Extended Broadband Access at any Site upon notice to Customer if the Underlying Service Provider terminates the service for any reason; AT&T will provide notice of termination as soon as reasonably possible and will use reasonable efforts to obtain replacement services from an alternative Underlying Service Provider if available. Customer shall be responsible for any additional cost associated with such alternative service, and acknowledges that the transitioning from one Underlying Service Provider to another may result in service interruption.

Termination on breach. AT&T may terminate Extended Broadband Access at a Site immediately upon notice to Customer if the Underlying Service Provider or AT&T determines that Customer or a User has violated the Underlying Service Provider’s acceptable use or privacy policy.

Effect of Termination. Customer must pay all Charges incurred as of the effective date of termination. In addition, in the event Customer terminates the Extended Broadband Access for convenience at any Site(s) prior to the expiration of the Term, Customer must pay the applicable Termination Charges and any other third party charges incurred by AT&T due to such termination.

NON-SOLICITATION

For a period of one (1) year following the termination of this Service, Customer agrees not to solicit for employment any AT&T personnel, including subcontractors, unless AT&T's prior written consent is obtained.

Exhibit1: Underlying Service Provider Terms and Pricing

Available Underlying Service Providers. Underlying Service Providers currently available hereunder include:

- Charter Business (Cable)
- Comcast Business (Cable)
- Mega path Networks(DSL, Cable, T1, Ethernet)
- Sudden link Business (Cable)
- Time Warner Business (Cable, Ethernet)

From time to time new Underlying Service Providers are added to the above list of available options. As new Underlying Service Providers become available, Customer may be provided the opportunity to include those hereunder via the Change Control Process.

Discontinuance of an Underlying Service Provider

AT&T reserves the right to discontinue offering services from a specific Underlying Service Provider upon ninety (90) days written notice to Customer. In such event AT&T may cease provisioning new circuits from that Underlying Service Provider as well as terminate already provisioned circuits. In the event that existing circuits are terminated, at no additional AT&T Charge, AT&T will assist Customer with transitioning those circuits to another Underlying Service Provider or to a direct relationship with the terminated service provider. Prices for a replacement circuit will be as stated herein, and may differ from the price of the discontinued circuit.

Installation

Installation of Extended Broadband Access circuits varies by technology and Underlying Service Provider. Some Extended Broadband Access permits self-installation while others require professional installation. With respect to those that permit self-installation, professional installation is available for an additional cost.

Customer Premises Equipment ("CPE")

The CPE consists of a modem or router to permit use of the Extended Broadband Access. For some Extended Broadband Access, the CPE is supplied on a rental basis and must be returned to the Underlying Service Provider upon termination of the circuit. For other Extended Broadband Access, title and risk of loss to the CPE is passed to Customer upon installation. Where the CPE is being provided on a rental basis, the CPE will be replaced without Charge to Customer in the event of a failure provided that the failure was not the result of Customer's actions ("Managed Service"). For CPE that is purchased by Customer, any manufacturer warranty that is available will be passed through to Customer by AT&T ("Unmanaged Service").

Underlying Service Provider Policies

Customer acknowledges that its use of the Extended Broadband Access is contingent upon acceptance of the terms and conditions set forth in the policies of the Underlying Service Providers ("Policies") and by execution hereof, Customer has read and agrees to these Policies. A current version of the Policies can be found at links in the following table.

SERVICE PROVIDER	LINK
Charter Business	http://www.charter.com/footer/footerPage.jsp?tag=policies_comm_acceptable_use
Comcast Business	http://business.comcast.com/smb/acceptable-use-policy
Mega path Networks	http://www.megapath.com/pdfs/acceptable_use_policy.pdf
Suddenlink Business	http://www.suddenlink.com/terms-policy/acceptable-use-policy.php
Time Warner Business	http://help.twcable.com/html/twc_misp_aup.html

Extended Broadband Access Pricing

All Extended Broadband Access circuits require helpdesk services, as defined in Exhibit 3. From time to time the bandwidth provided with a Service may be increased without prior notice to Customer. In no event will the bandwidth be reduced without prior agreement of Customer. In the event that the bandwidth associated with a particular circuit is decreased, Customer will have the option of disconnecting that Site's Extended Broadband Access without penalty, retaining the service or upgrading to an alternate service at the then current rate.

Bandwidth will be supplied to Customer after prequalification. Customer must accept bandwidth prior to order placement. Pricing applies to new circuits only. Pricing does not include taxes or fees. Install Charge is based upon installation within a specified distance of a metropolitan area; additional Charges may apply for installation outside of those metropolitan areas. Any non-recurring charges that were waived for a circuit shall be due and payable upon early termination.

AT&T out-of-Region Internet Access Services Description

AT&T Out-of-Region Internet Access Services provide full IP routing from the Site to the public Internet. Services include ADSL Out-of-Region Line Share and Direct, and Out-of-Region T1 Reach, and are delivered by an alternate provider where AT&T owned service is not available.

As part of AT&T Out-of-Region Internet Access Services, Customer is required to purchase the applicable CPE, title to which will transfer to Customer upon delivery to the Site. Service is only available in the United States and does not include 911 or other emergency services that may be available from the local phone companies.

Network maintenance will be performed routinely from 12:00 A.M. to 6 A.M., local time, seven days a week and the Service may be unavailable to Customer during such maintenance activities.

ADSL Out-of-Region Service is asymmetric data service to the Customer's premises. The downstream bandwidth (to the Customer from the network) is larger than the upstream bandwidth (to the network from the Customer).

Customer eligibility for these bandwidths depends upon the distance between the Site and the central office. ADSL Out-of-Region Service is offered in two ways:

- **Line Share** service is provided over a voice telephone line at the Customer's premises.
- **ADSL Direct** (commonly known as dry loop or dedicated ADSL) is provided over a dedicated twisted pair without any telephone voice services to the Site.

ADSL services are "commercially reasonable efforts" services, meaning that bandwidth or speeds are not guaranteed. ADSL Service speeds are dependent on a number of factors, including the distance of the Site from the Central Office, the condition of the Circuit at the Site, and the availability of DSL capable local loops. If a DSL-capable local loop is not available, then Service will not be provisioned or service delivery may be delayed.

Customer acknowledges that the actual bandwidth that can be delivered on a DSL capable loop will not be determined until the time of Service installation, and that such actual bandwidth may be different than the estimated bandwidth provided to Customer by AT&T at the time of ordering. The speeds quoted are maximum upload and download speeds and may vary while the circuit is installed.

Out-of-Region T1 Reach Service is a business-class service that offers Internet Access utilizing DS-1 technology. This is a symmetrical service where the downstream bandwidth is equivalent to the upstream bandwidth. Customer eligibility for this Service does not depend upon the distance between the Site and the central office.

Acceptable Use and Privacy Policies

Customer acknowledges that its use of this Service is contingent upon acceptance of the terms and conditions set forth by Covad Communications Acceptable Use and Privacy Policies (a current version can be found at <http://www.covad.com/legalnotices>).

IP Addressing

Circuits will be provisioned with 1 fixed WAN IP address. Private LAN IP addresses will be delivered to Users via Network Address Translation ("NAT") by the CPE. There is an available option to purchase blocks of additional IP addresses. Circuits ordered with additional IP addresses will incur the incremental IP address Charge in addition to the standard Monthly Recurring Charge as specified in Table 3, below.

CPE

The CPE consists of a router to permit use of the Access service. Title and risk of loss to the CPE passes to Customer upon delivery to the Site. Customer will receive a one (1) year replacement or repair warranty from the billing start date of the Service for manufacturer's defects. CPE may be delivered at time of the professional installation or it may be shipped to the Site prior to the installation visit.

Professional Installation

AT&T Out-of-Region Internet Access Services require professional installation, which is performed for an additional Charge. No self-Installation option is available.

Professional installation includes provisioning of PVC, installation of RJ11, RJ45 or equivalent Wall Jack, installation and configuration of CPE, testing of the Circuit and up to thirty (30) minutes of inside wiring from Wall Jack to NID or for tracing or toning across phone closets between the Wall Jack and the NID. Professional installation does not include installation or connection to Customer's equipment or inside wiring beyond the first thirty (30) minutes. If the technician estimates that additional time is required, the technician will confirm successful Service activation at the NID and leave the configured CPE with the User, and then close the order to initiate billing. If additional time is required, Customer shall open a trouble ticket and will be invoiced the standard Charges associated with the additional visit(s). Customer is responsible for completing any necessary inside wiring or contracting a third-party to do so. Failure to complete extensive inside wiring is not an acceptable condition to defer billing initiation. If a User misses a scheduled Professional installation visit, or cancels a scheduled professional installation with less than one (1) full Business Day prior notice ("Missed Appointment"), Customer will be billed an additional non-refundable Charge.

Special Construction for Out-of-Region T1 Reach

Special construction refers to modifications that need to be done by the ILEC in order to deliver the Service to a particular Site. This type of construction may be necessary if the ILEC has inadequate facilities outside of the central office. In the event special construction is required and there are Charges associated therewith, Customer will be notified via email and must agree to the Charges via reply email in advance. If Customer does not respond within five Business Days, the order for that Site will be cancelled.

Terms of Use and Limitations

AT&T reserves the right to discontinue offering services from a specific Underlying Service Provider upon forty-five



(45) days' notice to Customer in the event that the Underlying Service Provider ceases to provide network access to AT&T. AT&T reserves the right to discontinue or add new CPE models.*Any cancellation of an Order must be completed within first four (4) Business Days after the Order is submitted or this Charge is applied to the cancellation. In addition, Orders cancelled within one Business Day of the scheduled installation are subject to the Missed Appointment Charges.

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Additional Terms and Conditions for AT&T Managed Internet Service

Additional Terms and Conditions–AT&T Managed Internet Service

DEFINITIONS

- A. Capitalized terms used but not defined in this Attachment are defined elsewhere in the Agreement.
- B. "Service" means each Service You order under this Attachment, as more fully described in the Service Guide.
- C. The "Service Guide" consists of the standard AT&T service descriptions and other information relating to each of the Services offered under this Attachment, as amended from time to time, and is located at <http://www.att.com/abs/serviceguide> or such other designated location (the "Service Guide").
- D. Except as specified below, the "Service Activation Date" for a Service means the date Your Service is activated, as more fully described in the Service Guide.
- E. "Scheduled Service Activation Date" for each Service is the date scheduled by AT&T for Your Service to be activated, as may be specified in the Sales Order for Your Service.
- F. "Initial Service Period" for each Service is the Service Period stated on such Services' Pricing Schedule that is attached to this Agreement. The Initial Service Period begins on the Service Activation Date of such Service and restarts upon upgrades to such Service.
- G. "Service Period" for each Service is the Initial Service Period for such Service and all applicable Renewal Service Periods (as described in Section 2B).
- H. "Sales Order" for each Service details specific provisioning related information for Your order and is completed after the signature of the Agreement, in consultation with You. It is usually completed during any AT&T technical interviews for the Service.

PRICING, RENEWALS, ORDERS AND BILLING

- A. The pricing for each Service during the Initial Service Period, including any discounts or discount plans, are shown on each Service's Pricing Schedule and are fixed for the Initial Service Period; provided that IP mail service shall be provided at the prices specified in Your Pricing Schedule or Service Guide, which prices may be revised at any time upon 30 days' notice and which notice may be provided in writing, by email or website posting. After the Service Period, the pricing will revert to the then-current full list price and no discounts or discount plans shall apply.
- B. All Sales Orders shall be for an Initial Service Period of at least one year, unless otherwise agreed between us in the order. After the Initial Service Period for any Service, such Service shall continue under the terms of the Agreement, for additional consecutive 1-year Renewal Service Periods unless either party provides the other written notice that it does not desire to renew such Service. If You do not wish to renew, You must notify AT&T in writing within 30 days after the last day of the applicable Initial or Renewal Service Period and such notice will not be effective until 30 days after AT&T receives such notice.
- C. The options and features of each Service which apply to You are contained in a Sales Order or any similar document used for provisioning Your Service. You must order a Service within 90 days of the Effective Date of this Attachment, otherwise AT&T may terminate this Attachment immediately upon written notice. Additional orders of Service by You shall not be deemed a supplement or modification of this Agreement and shall be subject to the terms of this Agreement. Terms and conditions on any non- AT&T order form shall not apply.
- D. Unless otherwise specified on Your Pricing Schedule, billing for any Service You order will begin on the Service Activation Date of the Service. However, if by Your actions or omissions the Service Activation Date for Your Service does not occur by the Scheduled Service Activation Date, billing will begin on the day after the Scheduled Service Activation Date for such Service.

TERMINATION AND INITIAL SATISFACTION

■ GUARANTEE

- A. If for any reason You are not satisfied with the performance of the Service within 30 days after the Service Activation Date, then, during such 30-day period, You may terminate the Service by giving AT&T at least 7 days' prior written notice of termination and without payment of Termination Charges (as defined in Section 3J or in the Pricing Schedule for Your Service).
- B. If for any reason other than Your act or omission or a force majeure event (as described in the Force Majeure provision of the Master Agreement) AT&T does not install any Service within 30 days after such Service's Scheduled Service Activation Date, You shall have a one-time right to terminate such Service by notifying AT&T in writing before the Service Activation Date for the Service in question.
- C. You may terminate any Service, without payment of Termination Charges, at any time during the Service Period if You replace such Service with a new Internet-related service from AT&T having a Service Period and revenue commitment equal to or greater than the remaining Service Period and revenue commitments of the Service You are terminating.
- D. You may terminate any Service during the Initial Service Period or any subsequent Renewal Service Period by giving AT&T at least 60 days' prior written notice and payment of any applicable Termination. Charges set forth in this Attachment or the Pricing Schedule for such Service.
- E. AT&T may terminate this Attachment or any Service upon written notice to You if You do not comply with the AUP (as defined in Section 4B).
- F. AT&T may terminate the MIS Service, in whole or in part, upon ninety (90) days written notice to You if AT&T decides to discontinue such Service, in whole or in part.
- G. Upon termination of any Service by You under this Section 3, or AT&T under Section 3E, You will be responsible for payment of any charges incurred as of the termination date, as well as access facilities termination charges or other charges incurred by AT&T as a result of such termination.
- H. In addition, You will be responsible for the Termination Charges set forth in this Attachment or the applicable Pricing Schedule of each Service You order if You terminate a Service under Section 3D of this Attachment or if AT&T terminates or suspends such Service or this Attachment or the Agreement under the Responsibilities of Parties or the Termination Sections of the Master Agreement or under Section 3E or 4F of this Attachment. I. The Termination Charge during the Initial Service Period, or any subsequent Renewal Service Period will consist of: (1) 100% of the scheduled payments for the MIS Service for each of the months remaining through month 12 of the relevant Service Period; (2) 50% of the scheduled payments for the MIS Service, if any, remaining through month 24 of the relevant Service Period; (3) 25% of the scheduled payments for the MIS Service, if any, remaining through month 36 of the relevant Service Period; (4) all discounts, if any, received by you; and (5) any access facilities cancellation charges or other charges incurred by AT&T as a result of such cancellation.

RESPONSIBILITIES OF THE PARTIES

- A. AT&T shall provide Service to You in accordance with the Service Guide, as the same may be revised from time to time.
- B. You acknowledge that You have read, agree to be bound by and shall assure that Users will comply with AT&T's Acceptable Use Policy for the Service (the "AUP"). The AUP may be revised from time to time, and is available for review at: www.ipservices.att.com/policy.html, or at: www.ipservices.att.com/policy.html, or at such other address as AT&T may specify by posting or email notice.
- C. Any of the AT&T Security Services which You may order, such as Managed Firewall Services, are intended for use in conjunction with a single AT&T- approved Internet connection to Your network. AT&T does not monitor

other additional Internet connections which may be maintained by You unless AT&T Security Services are ordered for the connections in question. You acknowledge and understand that multiple Internet connections, unless protected by an Internet security product or service, may significantly decrease Your overall network security level. To the extent You deem necessary, You will implement security procedures and controls necessary to limit access to the Service and You will maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data or programs. AT&T SECURITY SERVICES SUCH AS MANAGED FIREWALL SERVICE (MFWS) AND MANAGED INTRUSION DETECTION SERVICE (MIDS) DO NOT GUARANTEE NETWORK SECURITY OR PREVENT SECURITY INCIDENTS. AT&T ACCEPTS NO RESPONSIBILITY NOR ANY LIABILITY FOR THE SECURITY OF YOUR ELECTRONIC ENVIRONMENT, WHETHER OR NOT AT&T HAS INSTALLED ANY INTERNET SECURITY EQUIPMENT OR SERVICE.

- D. Except for IP addresses expressly registered in Your name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and You shall have no right to use such IP addresses upon termination or expiration of this Service Order Attachment.
- E. You shall arrange for and timely provide the necessary access to any rights of way, equipment space, conduit, electrical power and environmental conditions which AT&T deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to AT&T. AT&T will also have the right to obtain access to any of its wiring installed in any conduit provided by You at any splice or junction box. You also agree to provide AT&T with a safe place to work and to protect all AT&T facilities against fire, theft, vandalism or other casualty. You shall be responsible for compliance with all governmental and third party requirements relating to such equipment space and conduit.
- F. You agree to comply, and to use best efforts to cause all Users to comply, with United States law regarding the transmission of technical data and Software which is exported from the United States.
- G. AT&T will not provide support directly to nor interface with any User. You are responsible for (i) selecting the Users that You permit to access each Service; (ii) implementing with Your Users appropriate terms, conditions, and measures to ensure that all Users comply with the terms and conditions of the Agreement; (iii) establishing Your Users' rights to access each Service; (iv) providing training, copying, installing and distributing any Software (and updates, if any) to Your Users; and (v) in the case of any Service You are permitted to resell under this Attachment, billing and collecting any amounts You elect to charge Your Users in connection with such service.

EQUIPMENT AND SOFTWARE

- A. Equipment (including all fiber optic or other facilities) and Software provided to You by AT&T for use in conjunction with the Service (collectively, "Equipment"), if any, will be subject to the terms, conditions and licenses set forth in this Attachment or in the Service Guide.
- B. You, at your own expense, will provide in a timely manner:
 - (i) An equipment room environmentally compliant with local laws and other environmental conditions as specified by AT&T;
 - (ii) Reasonable access to the Equipment at times specified by AT&T;
 - (iii) Adequate work space, heating/cooling, light, ventilation, and electrical outlets and (iv) for any Service which requires a telephone line, as detailed in the Service Guide, you shall also make available to AT&T for diagnostic purposes a local exchange carrier dedicated inbound telephone (POTS) line, which shall not be used by you for any other purpose while Service is being provided. You shall also arrange for and timely provide the necessary access to any rights of way, which AT&T deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to AT&T. Equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment by You without prior written authorization from AT&T.

- C. Except for Purchased Equipment, all rights, title and interest to Equipment will remain with AT&T or its suppliers, as the case may be. You will, however, be liable for risk of loss to such Equipment on Your premises and repair charges or the replacement cost of such Equipment if it is damaged or lost, unless caused by AT&T or its agents or suppliers.
- D. Title to, and risk of loss of, Equipment, including associated software, purchased by You under this Agreement (collectively, "Purchased Equipment"), will pass to You as of the delivery date, upon which date, AT&T will have no further obligations of any kind (including without limitation operation and maintenance) with respect to that Purchased Equipment. AT&T hereby assigns software licenses for Purchased Equipment to You, and You agree to be bound by the terms of those licenses. AT&T retains a purchase money security interest in each item of Purchased Equipment until You pay for it in full; You appoint AT&T as Your agent to sign and file a financing statement to perfect AT&T's security interest.
- E. On termination of the applicable Service, You will return all Equipment (other than fully-paid for Purchased Equipment) in the same condition as originally installed, ordinary wear and tear to the premises to its original condition. If You do not return the Equipment to an AT&T specific address, then You shall be liable for its purchase price (if Purchased Equipment) or then-current market value (if other than Purchased Equipment) excepted, or You will pay for restoration of the Equipment to such condition. AT&T will not be obligated to restore.
- F. ALL EQUIPMENT AND THIRDPARTY SOFTWARE PROVIDED HEREUNDER IS PROVIDED ON AN "AS IS" BASIS AND YOU ASSUME THE RISK ASSOCIATED WITH USE, REPAIR AND MAINTENANCE OF SUCH EQUIPMENT AND SOFTWARE.

DOMAIN NAME SYSTEM SERVICES

- A. You may, from time to time, request that AT&T submit to a Domain Name Registry, on your behalf, domain name registration applications (each, an "Application"), and for domain names you select (each, a "Domain Name". If AT&T elects, in its sole discretion, to perform such service, the Applications shall name AT&T as the Internet Service Provider which will host such domain name. AT&T is not a domain name registry. AT&T's charges for Domain Name Management Services (the "DNS Services") do not include the domain name registry's fees. You shall be responsible for, and shall promptly pay, all DNS Services and domain name registry's fees. You represent and warrant that (i) all statements on the Application are true and correct; (ii) none of the requested Domain Names or your use of any Domain Name will interfere with the rights of any third party, infringe upon any trademark, service mark or other personal, moral or property right; and (iii) you have a legitimate business purpose for registering each Domain Name, which purpose relates to your purchase of the Service.
- B. THE DNS SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IN NO EVENT SHALL AT&T BE LIABLE FOR PROVIDING, FAILING TO PROVIDE, OR THE PERFORMANCE OR THE FAILURE TO PERFORM OF THE DNS SERVICES. WITHOUT LIMITING THE FOREGOING, AT&T DOES NOT MAKE ANY WARRANTIES REGARDING THE SUCCESSFUL REGISTRATION OF ANY DOMAIN NAME, THE TIME OF SUBMISSION OF THE APPLICATION OR YOUR RIGHT TO CONTINUED USE OF A DOMAIN NAME AFTER REGISTRATION. AT&T IS NOT REQUIRED TO PARTICIPATE IN ANY DISPUTES RELATING TO THE APPLICATION OR THE REGISTRATION OF ANY DOMAIN NAME
- C. With respect to any Domain Name, AT&T may elect to terminate or suspend its hosting of or provision of any DNS Services with respect to any or all of your Domain Names immediately upon written notice if
 - (i) An application is rejected;
 - (ii) the Domain Name Registration is revoked or placed on "hold" or assigned to a third party; or
 - (iii) AT&T receives or becomes aware of any complaints, conflicting claims, disputes or court orders regarding the Domain Name

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Additional Terms and Conditions – AT&T

Dedicated Hosting Services – Managed Services

Additional Terms and Conditions–AT&T Dedicated Hosting Services– Managed Services

Hosting Services

These Additional Terms and Conditions, together with the AT&T Internet Services General Terms and Conditions, set forth the terms and conditions (“Agreement”) pursuant to which AT&T will provide AT&T Dedicated Hosting Services which the Government customer (“You” and “Your”) now orders or subsequently orders during the term of AT&T’s IT Schedule contract with the General Services Administration. AT&T Synaptic Hosting service is covered under the AT&T Dedicated Hosting service umbrella.

Definitions

- A. “Customer Equipment” refers to any of Your Equipment which AT&T allows You to place in Your Space.
- B. “Contract Term” refers to the period which begins on the Effective Date and continues until the end of the Service Period.
- C. “Data Center” refers to specific AT&T facility where Your Space, Equipment or Service is located or provided.
- D. “Equipment” collectively refers to any items (including all fiber optic or other facilities) and Software provided by AT&T for use in conjunction with Your Service.
- E. The “Implementation Date” is the date when Your equipment is physically installed and supplied with Internet bandwidth, regardless of whether Your Content or any software You are using has been deployed.
- F. The “Initial Service Period” for each Service is the Service Period stated on the first page of this Attachment. The Initial Service Period begins on the Service Activation Date of such Service.
- G. The “Installation Date Letter” refers to the initial letter which AT&T shall send You via email or other method which details the projected Implementation Date or Site Readiness Date for Your Service.
- H. “Lease” refers to the lease agreement between AT&T, and any of its Affiliates, and the landlord or landlords where AT&T maintains a Data Center.
- I. “Purchased Equipment” refers to all Equipment, including associated software, purchased by You from AT&T, or its Affiliates, under this Agreement.
- J. “Service” means the Dedicated Hosting services You order under this Attachment, as more fully described in the Service Guide.
- K. “Service Activation Date” for each Service is either the Implementation Date or the Site Readiness Date, whichever date occurs first.
- L. The “Service Guide” consists of the standard AT&T service descriptions and other information relating to each of the Services offered under this Attachment, as amended from time to time, and is located at url: <http://www.att.com/abs/serviceguide> or such other designated location.
- M. The “Service Period” begins on the Initial Service Period for the Service and continues through all applicable Renewal Service Periods (as described in Section 2C), or until the Service is terminated, whichever occurs later.
- N. “Site” refers to each Data Center where Your Service is located.
- O. The “Site Readiness Date” for AT&T Dedicated Hosting Customer Managed Collocation Service Customers is the date when Your Space is ready for equipment deployment. AT&T shall notify You of this date in advance via email or other method.
- P. “Space” refers to the collocation space within any of the Data Centers which AT&T designates for Your use and is described in the Pricing Schedule.

Q. The "Statement of Work" contains the specific configuration and other relevant details of Your Service.

Pricing, Renewals, Orders and Billing

- A. The pricing for the Service during the Service Period, including any discounts or discount plans, is shown on the attached Pricing Schedule and is fixed for the Service Period. After the Service Period, the pricing will revert to the then-current full list price and no discounts or discount plans shall apply.
- B. The Initial Contract Term begins on the Effective Date and, if applicable, ends on the anniversary of the Service Activation Date, unless terminated earlier in accordance with the provisions hereof.
- C. Except in the instance stated below for the Customer Managed Collocation Service, after the Initial Service Period for any Service, such Service shall continue under the terms of the Agreement, for additional consecutive 1-year Renewal Service Periods unless either party provides the other written notice that it does not desire to renew such Service. If You do not wish to renew, You must notify AT&T in writing within 30 days after the last day of the applicable Initial or Renewal Service Period and such notice will not be effective until 30 days after AT&T receives such notice. In the case of the Customer Managed Collocation Service, this Attachment shall expire no later than the date on which the Lease expires or is terminated unless the same has been replaced with another Lease, and provided further that it is understood that AT&T shall have no obligation to renew, extend, keep in effect or replace the Lease.
- D. The options and features of each Service which apply to You are contained in a Statement of Work or other similar documents, which are completed by AT&T in consultation with You. Additional orders of Service by You shall not be deemed a supplement or modification of this Agreement and shall be subject to the terms of this Agreement. Terms and conditions on any non-AT&T order form shall not apply.
- E. Unless You have selected the Reservation Option, any of the charges for each Site of Your Service accrue on the Service Activation Date for the Site.
- F. Under the Reservation Option, You will be billed according to the rates specified in the Pricing Schedule, until the Service Activation Date of Your Service.

Termination

- A. You will be responsible for payment of all charges under a terminated contract incurred as of the effective date of termination, as set forth herein, except to the extent inconsistent with FAR 52.249-2 (TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)(SEP 1996). The provisions which by their nature would survive termination of the terms and conditions will survive any termination of these terms and conditions.
- B. If for any reason other than Your act or omission or a force majeure event (as described in the Force Majeure provision of the General Terms and Conditions - AT&T Internet Services), or You have selected the Reservation Option, AT&T does not install any Service within 30 days after such Service's scheduled Site Activation Date, You shall have a one-time right to terminate such Service by notifying AT&T in writing before the Service Activation Date for the Service in question.
- C. Unless otherwise noted in this Agreement, You must implement your Service within 90 days of the Effective Date of order placement, otherwise AT&T may terminate Your order immediately upon written notice.
- D. You may terminate any Service at any time during the Service Period if You replace such Service with a new Dedicated Hosting Service from AT&T having a Service Period and revenue commitment equal to or greater than the remaining Service Period and revenue commitments of the Service You are terminating.
- E. You may terminate any Service during the Initial Service Period or any subsequent Renewal Service Period by giving AT&T at least 60 days' prior written notice and payment of any applicable Termination Charges (as defined in Section 3.J).

- F. AT&T may terminate any Service upon written notice to You if You do not comply with the AUP (as defined in Section 4B).
- G. AT&T may also terminate a Service, in whole or in part, upon ninety (90) days written notice to you if AT&T decides to discontinue such Service, in whole or in part.
- H. Upon termination of any Service by You under this Section 3, or AT&T under Section 3.F., You will be responsible for payment of any charges incurred as of the termination date, as well as access facilities or backend connectivity cancellation charges or other charges incurred by AT&T as a result of such termination.
- I. In addition, You will be responsible for Termination Charges of each Service You order if You terminate a Service under Section 3E of this Attachment or if AT&T terminates or suspends such Service under Section 3.2 or 10 of the General Terms and Conditions -AT&T Internet Services or under Section 3F or 4F of these Additional Terms and Conditions.
- J. In the event of a termination during the Contract Term, You are responsible for payment of Termination Charges and are not eligible for a refund of any fees. The Termination Charge will consist of: (1) 100% of the scheduled payments for the Dedicated Hosting Service for each of the months remaining through month 12 of the relevant Service Period; (2) 50% of the scheduled payments for the Service, if any, remaining through month 24 of the relevant Service Period; (3) 25% of the scheduled payments for the Service, if any, remaining through month 36 of the relevant Service Period; (4) all discounts, if any, received by You; and (5) any access facilities cancellation charges or other charges incurred by AT&T as a result of such termination.

Responsibilities of the Parties

- A. AT&T shall provide Service to You in accordance with the Service Guide, as the same may be revised from time to time.
- B. You acknowledge that You have read, agree to be bound by and shall assure that Users will comply with AT&T's Acceptable Use Policy for the Service (the "AUP"). The AUP may be revised from time to time, and is available for review at: www.ipservices.att.com/policy.html, or at such other address as AT&T may specify by posting or email notice.
- C. Any of the AT&T Security Services which You may order, such as any type of Managed Firewall Services, are intended for use in conjunction with a single AT&T-approved Internet connection to Your network. AT&T does not monitor other additional Internet connections which may be maintained by You unless AT&T Security Services are ordered for the connections in question. You acknowledge and understand that multiple Internet connections, unless protected by an Internet security product or service, may significantly decrease Your overall network security level. To the extent You deem necessary, You will implement security procedures and controls necessary to limit access to the Service and Your Space and You will maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data or programs.
- D. ALL AT&T SECURITY SERVICES, SUCH AS MANAGED FIREWALL SERVICE, DO NOT GUARANTEE NETWORK SECURITY OR PREVENT SECURITY INCIDENTS. AT&T DOESN'T ACCEPT RESPONSIBILITY, OR ANY LIABILITY FOR THE SECURITY OF YOURELECTRONIC ENVIRONMENT, WHETHER OR NOT AT&T HAS INSTALLED ANY SECURITY EQUIPMENT OR SERVICE.
- E. You agree to cooperate with AT&T in a prompt and timely manner in any way which is necessary for the provisioning of Your Service. Furthermore, for any AT&T Security Service, such as Managed Firewall, You agree to complete and return to AT&T in an expeditious manner any and all forms which relate to the security policies You wish to establish for Your website.

- F. You agree to allow AT&T to perform routine and unscheduled security maintenance and/or security audits on all AT&T Managed Customer platforms within the Data Facility. AT&T will promptly notify You in the event of any disruption of the Service resulting from these security activities.
- G. AT&T makes no claims or warranties regarding any managed storage, data backup, media streaming, load balancing or any other option or feature of the Service offered under this Agreement, nor does it in any way make any claims regarding the integrity of any data which is backed up, stored or subject to load balancing under the Service. Such data is specifically not warranted to be free from data corruption or other right/read errors, equipment failures or any other occurrences which may impact the integrity of the data. Further, AT&T makes no claims or warranties regarding the proper restoration of any such data, nor the usability or structure of any such restored data.
- H. You are solely responsible for creating, updating and maintaining any of Your Content. AT&T will not provide support for use of content authoring tools or other supporting connection with the Content of Your Web Site.
- I. Except for IP addresses expressly registered in Your name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and You shall have no right to use such IP addresses upon termination or expiration of Your order and You shall release any such IP addresses to AT&T immediately upon such termination or expiration.
- J. You agree to comply, and to use commercially reasonable efforts to cause all Users to comply, with United States law regarding the transmission of technical data and Software which is exported from the United States.
- K. AT&T will not provide support directly to nor interface with any User. You are responsible for (i) selecting the Users that You permit to access each Service; (ii) implementing with Your Users appropriate terms, conditions, and measures to ensure that all Users comply with the terms and conditions of the Agreement; (iii) establishing Your Users' rights to access each Service; (iv) providing training, copying, installing and distributing any Software (and updates, if any) to Your Users; and (v) billing and collecting any amounts You elect to charge Your Users in connection with such Service.

Customer Managed Collocation Service

- A. The Services covered by this Attachment may involve the provision to You of Customer Managed Collocation Services which include an AT&T-or Customer-owned server or other equipment that is to be collocated on AT&T's premises and which may include use of third party software, hardware or other third party services. Your space, which is in the premises that may be leased by AT&T, is described in the Pricing schedule.
- B. If you have elected to do so, AT&T agrees to allow you to place Customer Equipment, as defined in the Pricing Schedule or the Statement of Work, in Your Space, subject and subordinate to the terms and provisions of any applicable Lease. Customer Equipment shall be approved in a Statement of Work by AT&T prior to installation in the Space.
- C. You hereby accept the Space in its "AS IS" condition and acknowledge that AT&T has no obligation to make alterations, improvements, additions, decorations or changes within Your, Space or any part thereof, except to the extent required to conform to the standard physical space and electrical power configurations in effect for the Data Center.
- D. In connection with the provision of the Space, AT&T shall provide to You the installation services, Remote Hands Services and any other space services set forth in the Pricing Schedule. In the event of any taking by eminent domain or damage by fire or other casualty to Your Space, You shall acquiesce and be bound by any action taken by or agreement entered into between AT&T or its Affiliates and the landlord or landlords with respect thereto.

- E. As part of the Customer Managed Collocation Service, You are granted access into AT&T's Data Center. AT&T, at its sole discretion, may grant You use of an access card or any other entry device. In the event such a card is lost or stolen, You must report this to AT&T as soon as the access card is lost or as soon you discover that the card has been lost. A lost or stolen access card is replaceable upon payment of a replacement fee to AT&T.
- F. Upon termination of this Attachment, You shall leave the Space in as good condition (except for normal wear and tear) as it was at the commencement of this Attachment, and you shall remove any Customer Equipment and other property from the Space.

Facilities, Equipment and Software

- A. All right, title and interest in all facilities and associated equipment provided by either party shall at all times remain exclusively with such party. Neither party shall create any liens or encumbrances with respect to such facilities or equipment of the other party. You are responsible for providing any insurance you may desire to maintain on behalf of Customer Equipment.
- B. Equipment if required will be subject to the terms, conditions and licenses set forth in this Agreement or in the Service Guide. Equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment by you without prior written authorization from AT&T.
- C. Except for Purchased Equipment, all rights, title and interest to Equipment will remain with AT&T or its suppliers, as the case may be. Title to, and risk of loss of, Purchased Equipment, will pass to You as of the delivery date, upon which date, AT&T will have no further obligations of any kind (including without limitation operation and maintenance) with respect to that Purchased Equipment, unless otherwise agreed to in writing by both parties. AT&T hereby transfers permission to use the software licenses for Purchased Equipment to you, and You agree to be bound by the terms of those licenses. AT&T retains a purchase money security interest in each item of Purchased Equipment until you pay for it in full; You appoint AT&T as Your agent to sign and file a financing statement to perfect AT&T's security interest.
- D. D. Upon sixty (60) days' prior written notice and solely for the purposes of AT&T's convenience, AT&T may require Customer (at AT&T's expense) to relocate Customer Equipment within the Data Center; provided, however, that the site of relocation shall afford comparable environmental conditions for the Equipment and comparable accessibility to Customer Equipment. Otherwise, upon sixty (60) days' prior written notice or, in the event of an emergency, with as much notice as may be feasible, AT&T may require You, at Your expense, to relocate Customer Equipment within the, or in any other, Data Center, provided, however, that the site of relocation shall afford comparable environmental conditions for any such Customer Equipment and comparable accessibility to Customer Equipment.
- E. AT&T shall use reasonable efforts to maintain the Customer Managed Collocation Services in accordance with applicable performance standards therefore and to obtain and keep in effect all rights of way required to provide the Customer Managed Collocation Services. AT&T shall have no responsibility for the hardware maintenance and repair of, or any liability of any kind with respect to, facilities and equipment which it does not furnish, and may assess you its standard charge for any false call outs.
- F. ALL EQUIPMENT AND THIRD PARTY SOFTWARE PROVIDED HEREUNDER IS PROVIDED ON AN "AS IS" BASIS AND YOU ASSUME THE RISK ASSOCIATED WITH USE, REPAIR AND MAINTENANCE OF SUCH EQUIPMENT AND SOFTWARE.

Indemnification

Without limitation of any other provision of the Agreement, You hereby agree to indemnify and hold harmless AT&T against any and all liabilities, costs, expenses and claims relating to (i) Your unlawful or improper use of: the Customer Managed Collocation Services, Your Space, the Data Center or the AT&T network, (ii) Your failure to comply with the terms and provisions of the Agreement, including without limitation this Attachment, or (iii) property

damage or personal injury claims caused by Your acts or omissions or arising from Your operation of Customer or other Equipment or Your use of the Space or the Data Center.

Domain Name System Services

- A. You may, from time to time, request that AT&T submit to a Domain Name Registry, on your behalf, domain name registration applications (each, an "Application"), for domain names you select (each, a "Domain Name"). If AT&T elects, in its sole discretion, to perform such service, the Applications shall name AT&T as the Internet Service Provider which will host such domain name. AT&T is not a domain name registry. AT&T's charges for Domain Name Management Services (the "DNS Services") do not include the domain name registry's fees. You shall be responsible for, and shall promptly pay, all DNS Services and domain name registry's fees. You represent and warrant that (i) all statements on the Application are true and correct; (ii) none of the requested Domain Names or your use of any Domain Name will interfere with the rights of any third party, infringe upon any trademark, service mark or other personal, moral or property right; and (iii) you have a legitimate business purpose for registering each Domain Name, which purpose relates to your purchase of the Service.
- B. THE DNS SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IN NO EVENT SHALL AT&T BE LIABLE FOR PROVIDING, FAILING TO PROVIDE, OR THE PERFORMANCE OR THE FAILURE TO PERFORM OF THE DNS SERVICES. WITHOUT LIMITING THE FOREGOING, AT&T DOES NOT MAKE ANY WARRANTIES REGARDING THE SUCCESSFUL REGISTRATION OF ANY DOMAIN NAME, THE TIME OF SUBMISSION OF THE APPLICATION OR YOUR RIGHT TO CONTINUED USE OF A DOMAIN NAME AFTER REGISTRATION. AT&T IS NOT REQUIRED TO PARTICIPATE IN ANY DISPUTES RELATING TO THE APPLICATION OR THE REGISTRATION OF ANY DOMAIN NAME
- C. With respect to any Domain Name, AT&T may elect to terminate or suspend its hosting of or provision of any DNS Services with respect to any or all of your Domain Names immediately upon written notice if (i) an Application is rejected; (ii) the Domain Name Registration is revoked or placed on "hold" or assigned to a third party; or (iii) AT&T receives or becomes aware of any complaints, conflicting claims, disputes or court orders regarding the Domain Name.

Disclosure of Service

You hereby allow AT&T to publicly acknowledge, You, as a Customer of the AT&T Dedicated Hosting Service with potential Customers of the Service. AT&T will limit its use of any information about You or Your Service, and will not in any other way make public mention of You or Your Service without your prior written authorization.

Remote Hands Service

- A. You have, pursuant to this Agreement, located certain equipment in any number of AT&T Data Centers, and may from time to time request that AT&T perform certain basic services with respect to such equipment. Such services (herein referred to as "Remote Hands Services") offer an opportunity for you to avoid dispatching field services personnel for certain basic on-site activity. These Services are more fully described within the Service Guide.
- B. You acknowledge that AT&T will provide Remote Hands Services under Your specific direction. AT&T DOES NOT OFFER OR PROVIDE (AND HEREBY DISCLAIMS) ANY WARRANTY WITH RESPECT TO REMOTE HANDS SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, THE REMOTE HANDS SERVICES ARE PROVIDED ON AN "AS IS" BASIS. AT&T SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR ANY DIRECT OR INDIRECT LOSS, COST OR DAMAGE YOU MAY INCUR IN CONNECTION WITH AT&T PROVIDING OR FAILING TO PROVIDE THE REMOTE HANDS SERVICES TO CUSTOMER.
- C. You will at all times defend, indemnify and hold harmless AT&T from and against any and all damages, liabilities, losses, penalties, interest and other expenses (including, without limitation, reasonable attorney's fees),

whether or not arising out of or relating to any third party claims, and regardless of the form of action, whether in contract, tort, strict liability or otherwise, concerning AT&T's provision of the Remote Hands Services to You.

General

- A. Every effort has been made to ensure that the information in this Agreement is complete and accurate; however, AT&T is not responsible for typographic errors or omissions.

45.0

Additional Terms and Conditions for AT&T Business Internet Service

Additional Terms and Conditions–AT&T Business Internet Service

Internet Service

These Additional Terms and Conditions, together with the AT&T Internet Services General Terms and Conditions, set forth the terms and conditions (“Agreement”) pursuant to which AT&T will provide AT&T Business Internet Service which the Government customer (“Customer” and “Customer’s”) now orders or subsequently orders during the term of AT&T’s IT Schedule contract with the General Services Administration.

The Services

The particulars of the Service applicable to Customer shall be as set forth in: (1) the Sales Order(s) (the “Sales Order”) completed by AT&T in consultation with Customer as applicable, as well as, any Sales Orders that maybe completed by AT&T and the Customer thereafter; (2) the appropriate section of the Service Guide and (3) any other applicable Supplement for Custom Solution. Capitalized terms used but not defined in this section are defined elsewhere in the Agreement.

- A. Applicable sections of the Service Guide and/or Supplements for Custom Solution may contain terms in addition to those AT&T specifies in this Agreement. Sections of the Service Guide, which explain in detail AT&T Global Network Services’ generally available Services, do not require signature. Both parties must sign Supplements for Custom Solution.
- B. The Service becomes subject to the terms of this Agreement when AT&T accepts Customer’s order and the Customer (1) signs the Agreement or appropriate Supplement for Custom Solution; the Customer (2) uses the Servicer related Software, or allowing others to do so or the Customer (3) makes any payment for the Service or related Software.
- C. The AT&T Global Network Services network is generally available twenty-four hours per day, seven days per year. AT&T reserves the right to schedule reasonable hours for maintenance or system changes at AT&T’s sole discretion or to perform emergency maintenance as may be required.
- D. The “Service Period” for a Service is the date when a Service, in whole or in part, is first made available to the customer or the date of the first use of any Service by Customer, Users or End Users.
- E. An “End User” is defined as a User or other party accessing a Service or any data, equipment or related Software within a Service or any User or any other party who makes use of User Identifications obtained from Customer or obtained via any other authorization or means under Customer’s control. User Identifications are generally required to access a Service that AT&T provides. User Identifications include account, user ID, password, application name and other identifiers.

Support Services

- A. When AT&T accepts Customer’s order for the Services, AT&T provides support Services such as those specified in this item and in items B and C below. AT&T will provide User Identifications to Customer, which enable access to Services. “User Identifications” are a code or codes, such as a user ID or a password, which enable authorization or access to Software, programs, data, or equipment as part of a Service. Customer may authorize as “User” a duly authorized representative of CUSTOMER who has access to and makes use of service, or uses Service by providing a User Identification to the End User.
- B. AT&T will provide an activity account and invoice account to Customer. An activity account is an alphanumeric identification used to identify Customer for the placement of Customer’s orders and for the use of the Services. Customer may request more than one activity account. An invoice account is an alphanumeric identification used to control Customer’s invoicing. Generally there is one invoice account for each activity account. AT&T charges Customer a monthly charge called a “base charge” for each invoice account Customer requests.

- C. For certain Services, Customer may be eligible to receive a Service allowance. The Service allowance, if any, is specified in the applicable Service Guide. The Service allowance is a credit applied to the current month's invoice based upon the total dollar amount of Service specific charges incurred in the previous month.
- D. A volume discount may be available under separate Supplements for Custom Solution to Customers who make a volume commitment. A volume discount is a fixed discount applied to eligible charges based upon Customer's Volume Discount Commitment.

Pricing and Billing

- A. Amounts are due upon receipt of invoice and payable as AT&T specifies. Charges for Services are billed as AT&T specifies in the applicable sections of the Service Guide, or Supplements for Custom Solution, which may be in advance, periodically during the provision or performance of the Service or after the Service is completed.
- B. One-time, recurring and usage charges may be based on measurements of actual or authorized use.
- C. AT&T may change the invoicing procedures upon three months' prior written notice to Customer.
- D. Additional charges may apply (such as custom solutions set forth in Supplements for Custom Solution, special handling or travel related expenses). Additional charges will be agreed to in advance in the applicable Service Guide or Supplements for Custom Solution.
- E. Customer will pay all surcharges and fees imposed by any government (e.g. Universal Services Fund payments, pay phone services, Prescribed Interexchange Carrier Charges), including those that are passed through to AT&T by its suppliers, for Services AT&T provides to Customer.

Changes and Termination

- A. Customer agrees to give AT&T one month's written notice to terminate Customer's use of a Service. Customer's termination will be effective at month's end following receipt of written notice of termination.
- B. AT&T may terminate this Attachment or any Service upon written notice to Customer if Customer does not comply with the AUP (as defined in Section 5.F).
- C. AT&T may, in its sole discretion and without liability to Customer, implement a change to a Service or its network, provided that, except as otherwise specified, AT&T gives Customer three months' written notice of substantial changes to a Service's terms or description. AT&T will give Customer 12 months' written notice if AT&T withdraws a Service (or if AT&T changes this 12 month notice period). In addition to AT&T's rights to terminate the affected Attachment as specified in provision 10 of the General Terms and Conditions, AT&T reserves the right to withdraw a Service effective immediately if a third party claims that the Service or any component of the Service infringes that third party's patent or copyright. AT&T will use reasonable efforts to replace the Service with one that is at least functionally equivalent, or, if that is not reasonably possible and the Service is withdrawn, give Customer a prorated credit for any charges Customer paid for that Service in advance. In addition to AT&T's other rights to terminate as set forth in this Section 4 and/or in the General Terms and Conditions, AT&T may immediately terminate a Service when, in AT&T's opinion, Customer or any of Customer's End Users cause any part of a Service to malfunction, or for any violation of the terms and conditions of this Agreement. AT&T may also terminate a Service if Customer fails to make changes that, in AT&T's judgment, are necessary to correct such malfunction. AT&T may restore the Service to Customer when the problem has been corrected to AT&T's satisfaction.

Responsibilities of the Parties

- A. Customer shall not resell any Service without AT&T's prior written consent.
- B. Customer shall provide AT&T with sufficient, free, appropriate, and safe access to Customer facilities.

- C. Customer shall be solely responsible for any results obtained from the use of the Services and Customer is responsible for obtaining all necessary governmental, regulatory, or statutory approvals for Customer's use of the Service.
- D. Customer is responsible for any damages resulting from use of User Identifications under Customer's control.
- E. Customer is responsible for obtaining, installing, and maintaining suitable equipment as necessary to access the Services.
- F. Customer is responsible for its Content and that of any of its End Users' (including any content hosted by Customer or any User on behalf of third parties). Customer agrees that it and its End Users' use of the Service including, without limitation, (i) will not interfere with or disrupt other network users, network services or network equipment and (ii) will comply, if applicable, with AT&T's Acceptable Use Policy for the Service (the "Acceptable Use Policy" or "AUP"), the most recent copy which is available at <http://www.attbusiness.net/terms/aup.html>.
- G. AT&T Global Network Services maintains security procedures for Customer's data while it is stored on or transmitted over equipment and facilities that AT&T Global Network Services controls. Customer is responsible for management of Customer data stored on or transmitted over AT&T's network. Such management includes, but is not limited to, backup and restoration of data, erasing data from disk space Customer controls, and Customer's selection of the security features and options that AT&T Global Network Services offers as Services. Apart from the Services AT&T provides to Customer under this section, Customer is responsible to develop and maintain the management and security procedures that Customer deems appropriate, such as application logon security and encryption of data, to protect Customer's information.
- H. For purposes of performing network maintenance, AT&T may need to work with data stored in such locations as data buffers on equipment AT&T controls or in frame relay packets in order to view address headers and data records. During such maintenance activities, AT&T is not able to avoid seeing portions of data transmitted over the AT&T Global Network. Such data is fragmented and out of context. The origin of the data may or may not be identifiable. Although AT&T Global Network Services uses reasonable efforts to notify Customer of such maintenance activity, particularly when it is being performed at Customer's request, it may not be practical to notify all customers whose data may be displayed during maintenance. Accordingly, Customer agrees that AT&T may use, copy, display, store, transmit, translate, rearrange or reformat, view and distribute Customer data internally both domestically and internationally for such purposes. AT&T agrees not to reverse assemble, reverse compile, or to disclose to third parties the information that Customer transmits over AT&T's network while using the Services (unless required by law, court order, an authorized government entity, or as otherwise authorized by Customer). Although AT&T carefully handles Customer's data as described above, for best data protection, Customer should encrypt any data which Customer does not want AT&T or others to comprehend. Encrypted data may be viewed, but it is not intelligible.
- I. Customer understands that the Software and technical information (including, but not limited to, Services and training) provided under this Agreement are subject to U.S. and other nations' export and import laws and regulations and any use or transfer of such Software and technical information must be authorized under all such applicable laws and regulations. Customer agrees not to use, distribute, transfer or transmit the Software or technical information (even if incorporated into other products) except in compliance with export and import laws and regulations of the U.S. and other applicable nations.
- J. Customer and AT&T Global Network Services may communicate with each other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. A User Identification contained in an electronic document is sufficient to verify the identity of the sender and the document's authenticity.
- K. Customer is responsible for all User Identifications under Customer's control, including but not limited to their passwords. A password is an identifier that should be kept secret and is used in conjunction with an account ID and user ID to verify identification and validate access to the AT&T network. The password is determined and

set by the individual End User. The End User is responsible for proper control and management of the password. Unless Customer requests otherwise, there is a maximum number of days (normally between 60 and 180 days depending upon the type of password) an End User's password is valid. When the number of days exceeds the maximum, the End User must change the password. However, Customer can specifically request non expiring network passwords for Customer's account codes. Due to the increased potential of security breaches, AT&T strongly discourages the use of non-expiring passwords. AT&T recommends that if Customer chooses to use non- expiring passwords, Customer inform third parties who also may be subject to the resulting increased security risk of Customer's decision (e.g. owners of applications that Customer is accessing via AT&T's network and third parties sharing data base/data file access with Customer.) Customer is responsible for implementing access security controls to all of Customer's applications.

- L. AT&T may require Customer to upgrade the bandwidth of Customer's dedicated Internet egress connection(s) at such time as AT&T, in consultation with Customer, determines that such egress location's capacity may be exceeded as a result of Customer's use of the Service. Furthermore, when Customer's dedicated Internet egress connection is included, or required, as part of a Service, the features and options of the dedicated Internet egress connection may be limited from those which may ordinarily be available for such a dedicated connection. Please see the Service Guide for details.

AT&T Customer Premise Equipment ("AT&T CPE")

- A. Equipment ("AT&T CPE"), to be installed on Customer premises solely for the purpose of enabling AT&T to provide AT&T Global Network Services to Customer. AT&T CPE includes equipment, with any and all features, conversions, upgrades, elements, or accessories, or any combination provided by AT&T Global Network Services in connection with the Services Customer orders hereunder. AT&T CPE may include licensed internal code and Software to which AT&T or a third party owns all copyrights. No license is granted to Customer for Software or licensed internal code. Such AT&T CPE is and will remain AT&T's or AT&T's lessor's asset and will not become a fixture or realty. No right, title, or interest in or to AT&T CPE, licensed internal code associated with it, or any related planning information is passed to Customer. As appropriate, AT&T will provide Customer physical planning information for the AT&T CPE. Customer agrees to comply with the information in order to provide an environment meeting AT&T's specifications. AT&T will: 1) install applicable AT&T CPE at Customer's site unless AT&T specifies otherwise; 2) maintain the AT&T CPE in accordance with its specifications; and 3) be responsible for all dismantling, return, removal, and shipping charges for the AT&T CPE.
- B. Customer agrees to: 1) provide and pay for the physical space and electrical power for the AT&T CPE at Customer's site; 2) provide at no cost to AT&T, adequate security to protect the AT&T CPE from theft, loss, damage, or misuse; 3) be responsible for loss of or damage to the AT&T CPE caused by Customer's or Customer's agents' intentional acts or negligence; 4) provide AT&T or its designee with all assistance reasonably necessary to permit AT&T access to Customer's site to perform inspection, installation, preparation for return or
- C. maintenance (including engineering changes) as is appropriate; 5) not alter, move to other locations, or transfer the AT&T CPE and any licensed internal code or Software associated with it to anyone else without AT&T's prior written approval; 6) keep the AT&TCPE and any licensed internal code or Software associated with it free from all liens, charges, or encumbrances; 7) affix and keep in a prominent place on the AT&T CPE any marking or label AT&T requires; and 8) return to AT&T, or permit AT&T or its designee to remove, at AT&T's option, the AT&T CPE and any licensed internal code or Software associated with it along with any physical planning documentation when the Service is withdrawn or terminated.

Licensing of Materials

"Materials" shall mean any literary works or other works of authorship that AT&T may deliver to Customer as part of the Service. The term Materials does not include Software or licensed internal code. AT&T hereby grants Customer a

non-exclusive, paid-up, restricted license to use, execute, reproduce, display, perform, and distribute (only within Customer's business enterprise) any Materials provided as part of a Service.

Additional Disclaimers and Limitation of Liability

- A. AT&T does not warrant that AT&T will correct all defects in a Service, Materials, or Software. AT&T does not guarantee that AT&T's security procedures will prevent the loss of, alteration of, or improper access to, Customer information. Unless specified otherwise in this Attachment, AT&T provides Services, Materials, or non-AT&T Services WITHOUT WARRANTIES OF ANY KIND except as required by law. However, non-AT&T manufacturers, suppliers, or publishers may provide their own warranties to Customer.
- B. In lieu of Section 9.2, sub (iii) of the General Terms and Conditions, the following shall apply: (iii) the amount of any other actual direct damages up to the greater of U.S. \$100,000 or the charges (if recurring or usage, 12 months' charges apply) for the Service that is the subject of the claim.
- C. In addition to the limitations set forth in Section 9.0 of the General Terms and Conditions, except for those claims set forth in item (i) of Section 9.2, under no circumstances shall AT&T or its Affiliates be liable for any third party claims for damages against Customer.
- D. AT&T makes no claims or warranties regarding the security or encryption of any data sent using a Service or the ability of tunneling or any other method of data transmission to protect or secure any data sent using the Service or any other option or feature of the Service offered under this Attachment. AT&T DOESN'T ACCEPTS RESPONSIBILITY, NOR ANY LIABILITY FOR THE SECURITY OR ENCRYPTION OF CUSTOMER DATA, WHETHER OR NOT AT&T HAS INSTALLED ANY DATA ENCRYPTION, SECURITY OR TUNNELING SERVICE.
- E. In addition, use of a Service may impede, degrade or substantially impair the operation of any software or applications which make use of the Service. AT&T DOESN'T ACCEPT RESPONSIBILITY OR ANY LIABILITY FOR THE OPERATION OR INTEROPERABILITY OF ANY SOFTWARE WHEN IT IS USED IN CONJUNCTION WITH ANY SERVICE.

Traveling User Support

- A. For certain Services, as specified in the applicable sections of the Service Guide, out of region roaming, also referred to as "Traveling User Support", is intended to allow the End User to access the Service when traveling to selected countries where there is a relationship established with Affiliates and other local service providers. Traveling User Support provides remote terminal access using supported terminal devices in the countries that support global network traveling Users.
- B. AT&T will provide Customer a list of the Affiliates and other local service providers and the terminal devices and emulation Software supported upon Customer's request.
- C. It is Customer's responsibility to comply with the use and licensing terms and conditions of the Software provider.
- D. Traveling User Support is intended to allow Customer's End Users to access on an occasional basis when Customer's End Users travel. If Customer needs access from an international location for an extended period, for example, longer than a month or more than three months in a year, Customer must obtain a local account ID and user ID from the Affiliate or other local service provider AT&T will determine what constitutes occasional use.
- E. AT&T may change the procedures for Traveling User Support access upon notice to Customer.
- F. Customer is responsible for compliance with all applicable laws, including but not limited to, complying with all matters related to the import and export of technical data, computer equipment and Software.

- G. Customer should also note that as a traveling user guest in a country, Customer also agrees to comply with all applicable laws, regulations, or conventions in the country where Customer's transaction is performed.
- H. H. Customer agrees that the country Affiliate or other local service provider whose services Customer is using as a traveling user has no liability to Customer under any circumstances. The local service provider of Customer's account ID and user ID is liable only according to the limitations of liability as specified in the General Terms and Conditions and the Additional Terms and Conditions.

Help Desk Support

- A. All problems, questions or requests for assistance regarding the AT&T Global Network Services ordered hereunder should be made to AT&T Global Network Services' help desk. Problems may be reported by telephone, or electronically using the NOTIFY function from the AT&T Global Network sign-on screen.
- B. Help desk support is available 24 hours per day, each day of the year. AT&T makes available to Customer electronic problem reporting via the customer support system ("CSS"). CSS allows the electronic logging of incidents and questions via the NOTIFY function. CSS is available 24 hours per day, each day of the year, except for periods of maintenance. CSS scheduled maintenance is Saturdays 04:00 EST through 07:00 EST and Sundays 03:00 EST through 05:00 EST. AT&T shall notify Customer in advance of any planned maintenance that is necessary outside the scheduled maintenance.
- C. Customer defines the severity of a problem when the problem is reported. The following definitions are provided as guidance to assist Customer to appropriately assign the severity level of a problem. These guidelines may be changed at any time by AT&T via the Service Guide for a Service.

SEVERITY	DEFINITION
1	Critical problem which stops Customer from functioning. The network, Service or product is unusable and Customer is unable to do any productive work.
2	Major problem with severe impact on Customer's business, but does not stop it from functioning. The network, Service or product is interrupted or severely degraded and Customer is unable to work at expected levels of performance and productivity.
3	Minor problem which does not seriously affect Service or network availability or functionality used in the Customer's business. Also used for severity 1 problem's with a 100% bypass but awaiting final resolution.
4	No problem; the customers' business is not impacted and there is no significant impact to the User. Incident may be a request for Service information or a suggestion.

The time an incident starts is when a Customer speaks to the help desk or when a Customer submits an electronic NOTIFY record. The resolution time is the time at which the incident is resolved to the satisfaction of both the Customer and AT&T.

General

- A. Nothing in this Agreement shall create or vest in Customer any right, title or interest in the Service, other than the right to use the Service under the terms and conditions of this Agreement.
- B. AT&T's performance obligations under this Attachment shall be solely to Customer, and not to any third party. Other than as expressly set forth herein, this Agreement shall not be deemed to provide third parties with any remedy, claim, right of action, or other right.
- C. Customer and AT&T are both independent contractors. Neither party is an agent, legal representative, partner, joint venture, franchisee, employee, or servant of the other party for any purpose.
- D. Except for the rights and obligations set forth in Section 9.0 herein, all Customer's rights and all AT&T Global Network Services' obligations are valid only in the United States and Puerto Rico.

46.0

Additional Terms and Conditions for AT&T Internet Transport Services

Additional Terms and Conditions– DSL AT&T Internet Transport Services

These Additional Terms and Conditions, together with the AT&T Internet Services General Terms and Conditions, set forth the terms and conditions (“Agreement”) pursuant to which AT&T will provide AT&T Internet Transport Services which the Government customer (“You” and “Yours”) now orders or subsequently orders during the term of AT&T’s IT Schedule contract with the General Services Administration.

Definitions

- A. Capitalized terms used but not defined in this Attachment are defined elsewhere in the Agreement.
- B. “Sales Order” for each Service Component details specific provisioning related information for Your order and is completed after the signature of the Agreement, in consultation with You. It is usually completed during any AT&T technical interviews for the Service.
- C. “Service” means the MIS or DSL Service Components You order under this Attachment, as more fully described in the Service Guide.
- D. “Scheduled Service Activation Date” for each Service Component is the date scheduled by AT&T for Your Service Component to be activated, as may be specified in the Sales Order for Your Service.
- E. Except as specified below, the “Service Activation Date” for a Service Component means the date Your Service is activated, as more fully described in the Service Guide. The Service Activation Date for any DSL Service Components You order which are eligible for self-installation shall be the earlier of the following: (i) the date You install the Service Component, or (ii) seven (7) days after date when the self-installation kit is sent to You. Please see the Service Guide for further details.
- F. “Service Component” refers to the individual portions of the Service You order under this Attachment, as these components are more fully described in the Service Guide.
- G. The “Service Guide” consists of the standard AT&T service descriptions and other information relating to each of the Services offered under this Attachment, as amended from time to time, and is located at <http://www.att.com/abs/serviceguide> or such other designated location.
- H. “Service Period” for each Service Component consists of the Initial Service Period for such Service Component and all applicable Renewal Service Periods for such Service Component (as described in Section 2B).

Pricing, Renewals, Orders and Billing

- A. The pricing for each Service, including any discounts or discount plans, is shown in this agreement and is fixed for the Service Period for DSL and for MIS; provided that IP mail service shall be provided at the prices specified in Your Pricing Schedule or Service Guide, which prices may be revised at any time upon 30 days’ notice and which notice may be provided in writing, by email or website posting. After the Service Period for the MIS Service, and for the DSL Service, the pricing will revert to the then-current full list price and no discounts or discount plans shall apply.
- B. All Sales Orders shall be for an Initial Service Period of at least one year, unless otherwise agreed between us in the order.
- C. For the MIS Service, after the Initial Service Period, such Service shall continue under the terms of the Agreement, for additional consecutive 1-year Renewal Service Periods for each Service Component unless either party provides the other written notice that it does not desire to renew such Service. If You do not wish to renew, You must notify AT&T in writing within 30 days after the last day of the applicable Initial or Renewal Service Period and such notice will not be effective until 30 days after AT&T receives such notice.

- D. For the DSL Service, after the Initial Service Period for each Service Component You order, such Service will continue in effect on a month-to-month basis until terminated by either party giving the other party at least thirty (30) days' prior written notice and You will be responsible for payment of any charges incurred as of the termination date. Furthermore, any IP Mail Service hereunder is provided on a month-to-month basis.
- E. The options and features of each Service Component which apply to you are contained in a Sales Order or any similar document used for provisioning Your Service Component.
- F. Unless otherwise specified in this Agreement, billing for any Service Component You order will begin on the Service Activation Date of the Service. However, if by your actions or omissions the Service Activation Date for Your Service Component does not occur by the Scheduled Service Activation Date, billing will begin on the day after the Scheduled Service Activation Date for such Service.

Termination

- A. You may terminate any Service at any time during the Contract Term if You replace such with a new Internet-related service from AT&T having a Service Period and a revenue value which is equal to or greater than the remaining Service Period and revenue value of the Service You are terminating.
- B. Either party may elect, during the Initial Service Period or at any time thereafter, to terminate the IP Mail Service provided hereunder upon 30 days' written notice to the other party.
- C. For any cancellation(s) of DSL Service under this Attachment, AT&T may allow You to cancel the Service via a telephone call by Your central point of contact to the AT&T DSL Internet Service Customer Care Center. Please refer to the Service Guide for further details.
- D. You may terminate any Service during the Initial Service Period, or for the MIS Service during any subsequent Renewal Service Period, by giving AT&T at least sixty (60) days' prior written notice and payment of any applicable Termination Charges set forth in this Agreement for such Service.
- E. AT&T may terminate this Agreement or any Service upon written notice to You if You do not comply with the AUP (as defined in Section 4B).
- F. AT&T may terminate the MIS Service, in whole or in part, upon ninety (90) days written notice to You if AT&T decides to discontinue such Service, in whole or in part. AT&T may terminate the DSL Service, in whole or in part, upon thirty (30) days written notice to You if AT&T decides to discontinue such Service, in whole or in part.
- G. Upon termination of any Service by You under this Section 3, or AT&T under Section 3E, You will be responsible for payment of any charges incurred as of the termination date, as well as access facilities termination charges or other charges incurred by AT&T as a result of such termination.
- H. In addition, You will be responsible for the Termination Charges set forth in this Agreement or the applicable Pricing Schedule of each Service You order if You terminate a Service under Section 3D of these Additional Terms and Conditions or if AT&T terminates or suspends such Service or the Agreement under the Responsibilities of Parties or the Termination Sections of the General Terms and Conditions or under Section 3E or 4F of these Additional Terms and Conditions.
- I. Either party may elect, during the Initial Service Period or at any time thereafter, to terminate the IP Mail Service provided hereunder upon 30 days' written notice to the other party.
- J. For MIS Service Only, the Termination Charge during the Initial Service Period, or any subsequent Renewal Service Period will consist of: (1) 100% of the scheduled payments for the MIS Service for each of the months remaining through month 12 of the relevant Service Period; (2) 50% of the scheduled payments for the MIS Service, if any, remaining through month 24 of the relevant Service Period; (3) 25% of the scheduled payments for the MIS Service, if any, remaining through month 36 of the relevant Service Period; (4) all discounts, if any,

received by you; and (5) any access facilities cancellation charges or other charges incurred by AT&T as a result of such cancellation.

- K. For any cancellation(s) of DSL Service under this Attachment, AT&T may allow you to cancel the Service via a telephone call by Your central point of contact to the AT&T DSL Internet Service Customer Care Center. Please refer to the Service Guide for further details.

Responsibilities of the Parties

- A. AT&T shall provide Service to You in accordance with the Service Guide, as the same may be revised from time to time.
- B. You acknowledge that you have read, agree to be bound by and shall assure that Users will comply with AT&T's Acceptable Use Policy for the Service (the "AUP"). The AUP details the types of activities that are prohibited for Your or Users use of the Service, including but not limited to interfering with or disrupting other network users, network services or network equipment. The AUP may be revised from time to time, and is available for review at: www.ipservices.att.com/policy.html, or at such other address as AT&T may specify by posting or email notice ('AUP Website'). If you wish to be notified of any modifications to the AUP, please visit the AUP Website and subscribe to our AUP modification notification service. By subscribing to this AUP modification service, you agree to be bound by the terms and conditions contained therein.
- C. Any of the AT&T Security Services which you may order, such as Managed Firewall Services, are Intended for use in conjunction with a single AT&T-approved Internet connection to your network. AT&T does not monitor other additional Internet connections which may be maintained by you unless AT&T Security Services are ordered for the connections in question. You acknowledge and understand that multiple Internet connections, unless protected by an Internet security product or service, may significantly decrease your overall network security level. To the extent You deem necessary, You will implement security procedures and controls necessary to limit access to the Service and You will maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data or programs. AT&T SECURITY SERVICES SUCH AS MANAGED FIREWALL SERVICE (MFWS) AND MANAGED INTRUSION DETECTION SERVICE (MIDS) DO NOT GUARANTEE NETWORK SECURITY OR PREVENT SECURITY INCIDENTS. AT&T ACCEPTS NO RESPONSIBILITY, NOR ANY LIABILITY FOR THE SECURITY OF YOUR ELECTRONIC ENVIRONMENT, WHETHER OR NOT AT&T HAS INSTALLED ANY INTERNET SECURITY EQUIPMENT OR SERVICE.
- D. Except for IP addresses expressly registered in Your name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and You shall have no right to use such IP addresses upon termination or expiration of this Service Order Attachment.
- E. You shall arrange for and timely provide the necessary access to any rights of way, equipment space, conduit, electrical power and environmental conditions which AT&T deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to AT&T. AT&T will also have the right to obtain access to any of its wiring installed in any conduit provided by You at any splice or junction box. You also agree to provide AT&T with a safe place to work and to protect all AT&T facilities against fire, theft, vandalism or other casualty. You shall be responsible for compliance with all governmental and third party requirements relating to such equipment space and conduit.
- F. Unless otherwise agreed to in writing by the parties, you may not resell or otherwise make the DSL Internet Service available to third parties. If there is any violation of this resale provision, AT&T shall have the right to suspend and/or terminate Your Service, at its option. Additionally, you may not permit, by action or omission, the sharing of any mailbox, software, password or ID. You shall ensure that only the specific individual that is authorized to register for a mailbox will use such mailbox.
- G. You agree to comply, and to use best efforts to cause all Users to comply, with United States law regarding the transmission of technical data and Software which is exported from the United States.

- H. AT&T will not provide support directly to nor interface with any User. You are responsible for (i) selecting the Users that You permit to access each Service; (ii) implementing with Your Users appropriate terms, conditions, and measures to ensure that all Users comply with the terms and conditions of the Agreement; (iii) establishing Your Users' rights to access each Service; (iv) providing training, copying, installing and distributing any Software (and updates, if any) to Your Users; and (v) in the case of any Service You are permitted to resell under this Attachment, billing and collecting any amounts You elect to charge Your Users in connection with such Service.

Additional DSL Only Terms

- A. You understand that AT&T will make commercially reasonable efforts to provision DSL. However, provisioning of Service is contingent upon the availability of DSL capable local loops to your location being made available to AT&T. If no such DSL-capable local loop is available to AT&T, then Service will not be provisioned and if delivery of the local loop is delayed, then provisioning of Your Service will be delayed as well.
- B. You understand that the actual bandwidth that can be delivered on a DSL capable loop will not be determined until the time of service installation. The actual bandwidth may be different than the estimated bandwidth provided to you by AT&T at the time of ordering the service and may vary during the Service Period.
- C. The DSL Single User Class of Service is offered for use with a single computer only. Use of more than one computer with this Class of Service, via a network or in any other fashion, is a material breach of this Agreement and may result in monetary penalties, suspension or termination.

Equipment and Software

- A. Equipment (including all fiber optic or other facilities) and any included Software provided to You by AT&T for use in conjunction with the Service (collectively, "Equipment"), if any, will be subject to the terms, conditions and licenses set forth in this Attachment or in the Service Guide.
- B. You, at Your own expense, will provide in a timely manner: (i) an equipment room environmentally compliant with local laws and other environmental conditions as specified by AT&T; (ii) reasonable access to the Equipment at times specified by AT&T; (iii) adequate workspace, heating/cooling, light, ventilation, and electrical outlets and for any Service which requires a telephone line, as detailed in the Service Guide, you shall also make available to AT&T for diagnostic purposes a local exchange carrier dedicated inbound telephone (POTS) line, which shall not be used by you for any other purpose while Service is being provided. You shall also arrange for and timely provide the necessary access to any rights of way, which AT&T deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to AT&T. Equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment by You without prior written authorization from AT&T.
- C. Except for Purchased Equipment, all rights, title and interest to Equipment will remain with AT&T or its suppliers, as the case may be. You will, however, be liable for risk of loss to such Equipment on Your premises and repair charges or the replacement cost of such Equipment if it is damaged or lost, unless caused by AT&T or its agents or suppliers.
- D. Title to, and risk of loss of, Equipment, including associated software, purchased by You under this Agreement (collectively, "Purchased Equipment"), will pass to You as of the delivery date, upon which date, AT&T will have no further obligations of any kind (including without limitation operation and maintenance) with respect to that Purchased Equipment. AT&T hereby assigns software licenses for Purchased Equipment to you, and You agree to be bound by the terms of those licenses. AT&T retains a purchase money security interest in each item of Purchased Equipment until You pay for it in full; You appoint AT&T as Your agent to sign and file a financing statement to perfect AT&T's security interest.

- E. On termination of the applicable Service, You will return all Equipment (other than fully- paid for Purchased Equipment) in the same condition as originally installed, ordinary wear and tear excepted, or You will pay for restoration of the Equipment to such condition. AT&T will not be obligated to restore the premises to its original condition. If You do not return the Equipment to an AT&T specified address, then You shall be liable for its purchase price (if Purchased Equipment) or then-current market value (if other than Purchased Equipment).
- F. ALL EQUIPMENT PROVIDED HEREUNDER IS PROVIDED ON AN "AS IS" BASIS AND YOU ASSUME THE RISK ASSOCIATED WITH USE, REPAIR AND MAINTENANCE OF SUCH EQUIPMENT AND SOFTWARE.
- G. ANY IP MAIL SERVICE PROVIDED BY AT&T IN CONNECTION WITH THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND YOU ASSUME ALL RISK IN CONNECTION WITH YOUR AND USERS' USE THEREOF. IN NO EVENT SHALL AT&T BE LIABLE FOR THE PERFORMANCE OR THE FAILURE TO PERFORM OF ANY VIRUS PROTECTION PROVIDED IN CONNECTION WITH THE SERVICE.

Domain Name System Services

- A. You may, from time to time, request AT&T to host Your IP addresses or domain names, or ask AT&T to submit to a domain name registrar, on your behalf, domain name registration applications (each, an "Application"), for domain names you select (each, a "Domain Name"). If AT&T elects, in its sole discretion, to perform such service, the Applications shall name AT&T as the Technical Contact responsible for such domain name. AT&T is not a domain name registrar. AT&T's charges for hosting any of Your IP addresses or domain names, or charges for any Domain Name management related services (collectively the "DNS Services") do not include the domain name registrar's fees. You shall be responsible for, and shall promptly pay, all DNS Services and domain name registrar's fees. You represent and warrant that (i) all statements on the Application are true and correct; (ii) none of the requested Domain Names or Your use of any Domain Name will interfere with the rights of any third party, infringe upon any trademark, service mark or other personal, moral or property right; and (iii) You have a legitimate business purpose for registering each Domain Name, which purpose relates to your purchase of the Service.
- B. With respect to any Domain Name, AT&T may elect to terminate or suspend its hosting of or provision of any DNS Services with respect to any or all of your Domain Names immediately upon written notice if (i) an Application is rejected; (ii) the Domain Name Registration is revoked or placed on "hold" or assigned to a third party; or (iii) AT&T receives or becomes aware of any complaints, conflicting claims, disputes or court orders regarding the Domain Name.
- C. "Downstream Provider Services" or "DSP Services" are defined as those activities of an entity or company which relate to the provision of IP address or DNS Services to third parties, where such entity or company does not own the IP addresses being used as part of such IP address or DNS services. Examples of the entities or companies which provide DSP Services include, but are not limited to, Internet Service Providers, Internet Access Providers, Application Service Providers and resellers.
- D. AT&T DNS Services are only available to that portion of the Your Service which does not involve DSP Services. DNS Services are not available to third parties given access to any AT&T Service by You, regardless of whether such parties have purchased services from You. In addition, You will be allowed to host one domain name owned by the You on AT&T's name servers as part of Your DNS Service. Any additional domain name hosting which AT&T may offer to provide You will incur additional charges.
- E. THE DNS SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IN NO EVENT SHALL AT&T BE LIABLE FOR PROVIDING, FAILING TO PROVIDE, OR THE PERFORMANCE OR THE FAILURE TO PERFORM OF THE DNS SERVICES WITHOUT LIMITING THE FOREGOING, AT&T DOES NOT MAKE ANY WARRANTIES REGARDING THE HOSTING OF ANY OF YOUR IP ADDRESSES OR DOMAIN NAMES, THE SUCCESSFUL REGISTRATION OF ANY DOMAIN NAME, THE TIME OF SUBMISSION OF THE APPLICATION OR YOUR RIGHT TO CONTINUED USE OF A DOMAIN NAME AFTER REGISTRATION. AT&T IS NOT REQUIRED TO



PARTICIPATE IN ANY DISPUTES RELATING TO THE APPLICATION OR THE REGISTRATION OF ANY DOMAIN NAME.

47.0

Additional Terms and Conditions for AT&T VPN Tunneling Service

Additional Terms and Conditions for Government AT&T VPN Tunneling Services

These Additional Terms and Conditions, together with the AT&T Internet Services General Terms and Conditions, set forth the terms and conditions ("Agreement") pursuant to which AT&T will provide AT&T VPN Tunneling Service (AVTS) which the Government customer ("You" and "Yours" and "Customer" and "Customer's") now orders or subsequently orders during the term of AT&T's IT Schedule contract with the General Services Administration.

You are entitled to use existing MIS Service Components in conjunction with the AVTS Service. However, such Service Components shall thereafter become subject to the terms and conditions of this Agreement and Your use of such Service Components with the AVTS Service shall constitute Your consent to the transfer of such Service Components to these additional terms and conditions for AVTS Services.

Notwithstanding the above, the pricing of any such Service Components will be as set forth this Agreement and such pricing shall be incorporated herein by reference. Furthermore, Customer acknowledges that the features and functionality of such MIS Service Components may differ from that which was originally available under the additional terms and conditions for Internet Transport Services. Please see the Service Guide for further details.

Definitions

Capitalized terms used but not defined in this Attachment are defined elsewhere in the Agreement.

- A. "AVTS Service" or "Service" means collectively all of the Service Components You order under this Attachment, as more fully described in the Service Guide.
- B. A "Hub" is any central Site you designate that you wish to use with the Service which terminates Your or Users Spoke Tunnels.
- C. "Internet Access" refers to any Internet technology method (dedicated or dial) you use at a location in order to access the Internet, whether or not provided by AT&T.
- D. "Internet Egress" refers to any dedicated Internet technology method you use at a location in order to terminate your or Users Tunnels, whether or not provided by AT&T.
- E. "Managed Internet Service" or "MIS" refers to the AT&T provided dedicated Internet connection sold by AT&T under the name 'Managed Internet Service' at any Site where you receive Service. MIS, as used for the AVTS Service, refers only to those elements of the MIS Service which are available for the AVTS Service. Please see the Service Guide for more details.
- F. "Minimum Service Activation Period" for a Service Component is the minimum period of time which a Service Component must remain in existence after such Service Component's Service Activation Date.
- G. "Sales Order" for a Service Component details specific provisioning and related information for Your order(s) under this Agreement and is completed after the signature of the Agreement, in consultation with you, for any orders. It is usually completed during any AT&T Service Component technical interviews. All Sales Orders must undergo an AT&T technical review before they are accepted by AT&T for implementation. Furthermore, AT&T and Customer agree that acceptance and/or confirmation of the details of Sales Orders may be accomplished electronically.
- H. "Scheduled Service Activation Date" for each Service Component is the Service Activation Date scheduled by AT&T for the activation of such Service Component, and as may be specified in the Sales Order.
- I. "Service Activation Date" for a Site You order means the date when the initial AT&T-provided Service Components of the AVTS Service at that Site are enabled for Customer use, whether You make use of the Service Component or not, as more fully described in the Service Guide.
- J. "Service Component" refers to the individual portions of the Service You order under this Agreement, such as MIS, as these are more fully described in the Service Guide.

- K. The "Service Guide" consists of the standard AT&T service descriptions and other information relating the Service offered under this Attachment, as amended from time to time, and is located at <http://www.att.com/abs/serviceguide> or such other designated location (the "Service Guide").
- L. "Service Period" for Your Service begins on the Initial Service Period for Your Service, continues through all applicable Renewal Service Periods and ends when Your Service is terminated.
- M. "Site" refers to any location, dedicated or dial, where you have Internet Access or Internet Egress which is used in conjunction with the Service.
- N. "Site ISP" refers to the Internet Service Provider You use for connecting Your Spokes to the Internet.
- O. A "Spoke" is any Site which has a dial or dedicated Internet connection that you wish to use with the Service, which is designed to connect via a Tunnel to a Hub location.
- P. "Third Party Site Internet Access" refers to the AVTS Service You order for a Spoke where the connection from Your Spoke to the Internet is not provided pursuant to this Agreement or any subsequent Addenda.
- Q. "Third Party Site Internet Egress" refers to the AVTS Service You order for a Hub where the connection from Your Hub to the Internet is not provided pursuant to this Attachment or any subsequent Addenda.
- R. "Tunnel" refers to the process whereby AT&T establishes virtual private network connections over the Internet for Your data traffic between Your Hub(s) and Spokes.
- S. "Virtual Private Network" refers to any service, system or other technological arrangement that is designed to make use of any type of Tunnel, data security, encryption or authentication method.

Pricing, Renewals, Orders and Billing

- A. The pricing for Your Service during the Initial Service Period, including any discounts or discount plans, is shown on the Pricing Schedules included in this Attachment and is fixed for the Service Period.
- B. For any MIS or Firewall Service Components, the Minimum Service Activation Period is one year, regardless of when such Service Components are ordered during the Service Period.
- C. After the Initial Service Period for the Service, Your Service shall continue under the terms of the Agreement for additional consecutive 1-year Renewal Service Periods unless either party provides the other written notice that it does not desire to renew such Service. If you do not wish to renew, you must notify AT&T in writing within 30 days after the last day of the applicable Initial or Renewal Service Period and such notice will not be effective until 30 days after AT&T receives such notice
- D. The options and features of each Service Component which apply to you are contained in a Sales Order or any similar document used for provisioning Your Service. E. Unless otherwise specified on a Pricing Schedule, billing for any Service Component You order will begin on the Service Activation Date of the Service. However, if by your actions or omissions, the Service Activation Date does not occur by the Scheduled Service Activation Date, billing will begin on the day after the Scheduled Service Activation Date.

Termination and Initial Satisfaction Guarantee

- A. If for any reason You are not satisfied with the performance of Your Service within 90 days after the Service Activation Date of the first Service Component ordered under this Attachment, then, solely during such 90-day period, You may terminate the Service by giving AT&T at least 30 days' prior written notice of termination.
- B. If for any reason other than Your act or omission or a force majeure event (as described in the Force Majeure provision of the General Terms and Conditions) AT&T does not install a Service Component within 30 days after such Service Component's Scheduled Service Activation Date, You shall have a one-time right to terminate such Service Component by notifying AT&T in writing before the Service Activation Date for such Service Component.

- C. You may terminate the Service in whole, or any individual Service Component(s), at any time during the Service Period if You replace the Service, or such Service Component(s), with a new Internet-related service from AT&T having a Service Period and revenue value equal to or greater than the remaining Service Period and revenue value of the Service or Service Component You are terminating.
- D. You may terminate the Service in whole, or any individual Service Component(s), during the Service Period by giving AT&T at least 60 days' prior written notice and payment of any applicable Termination Charges.
- E. AT&T may terminate or suspend this Attachment or any Service Components upon written notice to you if you do not comply with the AUP (as defined in Section 4B).
- F. AT&T may also terminate the Service, in whole or in part, upon ninety (90) days written notice to you if AT&T decides to discontinue the Service, in whole or in part.
- G. Upon termination of the Service by You under this Section 3, or AT&T under Section 3E, You will be responsible for payment of any charges incurred as of the termination date, as well as access facilities termination charges or other charges incurred by AT&T as a result of such termination.
- H. In addition, You will be responsible for the Termination Charges set forth in this Attachment or the applicable Pricing Schedule of each Service Component You order if You terminate the Service, or an individual Service Component, under Section 3D of this Attachment or if AT&T terminates or suspends such Service or this Attachment or the Agreement under the Responsibilities of Parties or the Termination Sections of the General Terms and Conditions or under Section 3E or 4F of these Additional Terms and Conditions
- I. The Termination Charge for each Service Component during the Initial Service Period, or any subsequent Renewal Service Period will consist of: (1) 100% of the scheduled payments for such Service Component for each of the months remaining through month 12 of the relevant Service Period; (2) 50% of the scheduled payments for such Service Component, if any, remaining through month 24 of the relevant Service Period; (3) 25% of the scheduled payments for such Service Component, if any, remaining through month 36 of the relevant Service Period; (4) all discounts, if any, received by you; and (5) any access facilities cancellation charges or other charges incurred by AT&T as a result of such cancellation.

Responsibilities of the Parties

- A. AT&T shall provide Service to You in accordance with the Service Guide, as the same may be revised from time to time.
- B. You acknowledge that you have read, agree to be bound by and shall assure that Users will comply with AT&T's Acceptable Use Policy for the Service (the "AUP"). The AUP details the types of activities that are prohibited for Your or Users use of the Service, including but not limited to interfering with or disrupting other network users, network services or network equipment. The AUP may be revised from time to time, and is available for review at: www.ipservices.att.com/policy.html, or at such other address as AT&T may specify by posting or email notice ('AUP Website'). If you wish to be notified of any modifications to the AUP, please visit the AUP Website and subscribe to our AUP modification notification service. By subscribing to this AUP modification service, you agree to be bound by the terms and conditions contained therein.
- C. Any of the AT&T Security Services which You may order, such as Managed Firewall Services, are intended for use in conjunction with a single AT&T-approved Internet connection to Your network. AT&T does not monitor other additional Internet connections which may be maintained by you unless AT&T Managed Firewall Services are ordered for the connections in question. You acknowledge and understand that multiple Internet connections, unless protected by an Internet security product or service, may significantly decrease your overall network security level. To the extent you deem necessary, you will implement security procedures and controls necessary to limit access to the Service and You will maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data or programs.

- D. AT&T SECURITY SERVICES, SUCH AS MANAGED FIREWALL SERVICE, DO NOT GUARANTEE NETWORK SECURITY OR PREVENT SECURITY INCIDENTS. AT&T DOESN'T ACCEPT RESPONSIBILITY, NOR ANY LIABILITY FOR THE SECURITY OF YOUR ELECTRONIC ENVIRONMENT, WHETHER OR NOT AT&T HAS INSTALLED ANY INTERNET SECURITY EQUIPMENT OR SERVICE.
- E. Except for IP addresses expressly registered in Your name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and You shall have no right to use such IP addresses upon termination or expiration of this Service Order Attachment.
- F. You shall arrange for and timely provide the necessary access to any rights of way, equipment space, conduit, electrical power and environmental conditions which AT&T deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to AT&T. AT&T will also have the right to obtain access to any of its wiring installed in any conduit provided by You at any splice or junction box. You also agree to provide AT&T with a safe place to work and to protect all AT&T facilities against fire, theft, vandalism or other casualty. You shall be responsible for compliance with all governmental and third party requirements relating to such equipment space and conduit.
- G. Except to the extent required by law, you may not resell or otherwise make the AVTS Service or any of its Service Components available to third parties. If there is any violation of this resale provision, AT&T shall have the right to suspend and/or terminate Your Service, at its option. In addition, you may not permit, by action or omission, the sharing of any software, password or ID.
- H. You agree to comply, and to use best efforts to cause all Users to comply, with United States law regarding the transmission of technical data and Software which is exported from the United States.
- I. AT&T will not provide support directly to nor interface with any User. You are responsible for (i) selecting the Users that You permit to access each Service; (ii) implementing with Your Users appropriate terms, conditions, and measures to ensure that all Users comply with the terms and conditions of the Agreement; (iii) establishing Your Users' rights to access each Service; (iv) providing training, copying, installing and distributing any Software (and updates, if any) to Your Users; and (v) in the case of any Service You are permitted to resell under this agreement, billing and collecting any amounts You elect to charge Your Users in connection with such Service.
- J. All of Your Hub Sites must be dedicated Internet connections of T-1 (1.54 Mbps) or greater bandwidth.

Third Party Internet Access and Egress

- A. The AVTS Service allows, in certain instances detailed in the Service Guide, individual Service Components to be connected to Service via Third Party Internet Access for Spokes and Third Party Internet Egress for Hubs. Some Options, such as the Broadband VPN Option, are only available with Third Party Internet Access currently. In the event that you are making use of Third Party Internet Access or Third Party Internet Egress, the following terms and conditions in this Section 5 shall apply, in addition to any which may be contained in this Agreement.
- B. For any of Your Sites with Third Party Internet Access or Third Party Internet Egress, the following requirements apply, in addition to any mentioned in the Service Guide:
 - (i) You must provide all required static and globally routable IP addresses for AT&T to use for all AT&T required or provided CPE;
 - (ii) You or Your Site ISP may not make use of any filtering protocols which could interfere with the Service.
 - (iii) You may not interpose any firewall or network address translation devices between AT&T's gateway Equipment and the Your Third Party Internet Access or Egress connection.
 - (iv) No packet alterations are allowed between AT&T provided or required Equipment.
 - (v) You agree to allow AT&T to conduct any and all diagnostic tests needed for maintenance and troubleshooting.

- (vi) You agree to maintain analog dial-up capability for the Contract Term, on a dedicated 24x7 basis for out of bandwidth maintenance, monitoring and management of any AT&T required or provided CPE.
- (vii) Any service level agreements or service targets which may be available for the AVTS Service shall not apply to Your Service.
- C. Please See the Service Guide for further details. By signing this Agreement, You represent to AT&T that, for any and all of Your Sites that are used with the Service for Third Party Internet Access or Third Party Internet Egress, Your Site ISP does not in any way prohibit or restrict the use of the Site ISP's service in conjunction with a Virtual Private Network, as this is defined in Section1.
- D. In the event that Your Site ISP restricts or prohibits Your or User's use of a Site in conjunction with a Virtual Private Network, You may not make any use of such Site in conjunction with the AVTS Service. Any violation of this Section shall be considered a material breach of the Agreement. AT&T DOESN'T ACCEPT RESPONSIBILITY, NOR ANY LIABILITY FOR YOUR OR USERS' USE OF THE AVTS SERVICE WHERE SUCH USAGE VIOLATES ANY AGREEMENT, ACCEPTABLEUSAGE POLICY, SERVICE DESCRIPTION OR OTHER DIRECTIVE FROM ANY SITE ISP. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS AT&T FROM AND AGAINST ALL DAMAGESARISINGOUT OF YOUROR USERS' USE OF THE AVTS SERVICE WHERE SUCH USAGE VIOLATESANY AGREEMENT, ACCEPTABLEUSAGE POLICY, SERVICE DESCRIPTIONOR OTHER DIRECTIVEFROM ANY SITE ISP.
- E. The AVTS Service will not give any support or assistance for any service(s)provided by a Site ISP. You are required to seek all help and support from Your Site ISP for any problems or issues that arise with any service(s) provided at Your Site(s) by Your Site ISP(s). In addition, the AVTS Service will not trouble shoot any problems or issues which may arise with Your Service once it determines that the issue or problems are in any way related to the service provided by a Site ISP for the Spoke in question. PURSUANTTO THIS SERVICE ORDER ATTACHMENT, AT&T DOESN'T ACCEPTRESPONSIBILITY, NORANY LIABILITY FOR ANY SERVICE(S) PROVIDEDAT YOUR SITE(S)BY YOUR SITE ISP(S).
- F. Currently, the Broadband VPN Service Option is only available with Third Party Internet Access for Your Spokes. Use of the Option with any other Internet access method is prohibited until such time, if any, when You and AT&T execute an Addendum allowing any such alternate access.

Supplemental Service Terms

- A. The AVTS Service is available in several configurations, all of which feature a many too few configuration, meaning that the Spokes are interconnected, via Tunnels, solely to the Hub location(s). Any other arrangement must be agreed to in writing in advance by the parties. Furthermore, AT&T ,at its discretion, may change the method of access, or allow other methods of access for the Spokes. In such event, AT&T may require You to sign a separate Agreement or Addendum before allowing any such method of access.
- B. AT&T makes no claims or warranties regarding the security or encryption of any data sent using the AVTS Service or the ability of tunneling or any other method of data transmission to protect or secure any data sent using the Service or any other option or feature of the Service offered under this Agreement. AT&T DOESN'T ACCEPT RESPONSIBILITY, OR ANY LIABILITY FOR THE SECURITY OR ENCRYPTIONOF YOUR DATA, WHETHEROR NOT AT&T HAS INSTALLED ANY DATA ENCRYPTION, SECURITY OR TUNNELING SERVICE.
- C. In addition, use of the AVTS Service may impede, degrade or substantially impair the operation of any software or applications that make use of the Service. AT&T DOESN'T ACCEPT RESPONSIBILITY, OR ANY LIABILITY FOR THE OPERATION OR INTEROPERABILITY OF ANY SOFTWARE WHEN IT IS USED IN CONJUNCTION WITH THE AVTS SERVICE.
- D. As part of your use of the AVTS Service, AT&T may require you to upgrade the bandwidth of any of Your Sites at such time as AT&T, in consultation with you, determines that the Site's capacity may be exceeded.

- E. The installation of some Sites may be delayed and may occur only after the AVTS Service becomes generally available. AT&T reserves the right to schedule any installation as AT&T chooses, including in a 'phased' manner. The method of installation is determined once the Technical Provisioning Document is accepted by AT&T.

Equipment and Software

- A. Equipment (including all fiber optic or other facilities) and any included Software provided to You by AT&T for use in conjunction with the Service (collectively, "Equipment"), if any, will be subject to the terms, conditions and licenses set forth in this Attachment or in the Service Guide.
- B. You, at Your own expense, will provide in a timely manner: (i) an equipment room environmentally compliant with local laws and other environmental conditions as specified by AT&T; (ii) reasonable access to the Equipment at times specified by AT&T; (iii) adequate workspace, heating/cooling, light, ventilation, and electrical outlets and (iv) for any Service which requires a telephone line, as detailed in the Service Guide, you shall also make available to AT&T for diagnostic purposes a local exchange carrier dedicated inbound telephone (POTS) line, which shall not be used by you for any other purpose while Service is being provided. You shall also arrange for and timely provide the necessary access to any rights of way, which AT&T deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to AT&T. Equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment by You without prior written authorization from AT&T.
- C. Except for Purchased Equipment, all rights, title and interest to Equipment will remain with AT&T or its suppliers, as the case may be. You will, however, be liable for risk of loss to such Equipment on Your premises and repair charges or the replacement cost of such Equipment if it is damaged or lost, unless caused by AT&T or its agents or suppliers.
- D. Title to, and risk of loss of, Equipment, including associated software, purchased by You under this Agreement (collectively, "Purchased Equipment"), will pass to You as of the delivery date, upon which date, AT&T will have no further obligations of any kind (including without limitation operation and maintenance) with respect to that Purchased Equipment. AT&T hereby assigns software licenses for Purchased Equipment to you, and You agree to be bound by the terms of those licenses. AT&T retains a purchase money security interest in each item of Purchased Equipment until You pay for it in full; You appoint AT&T as Your agent to sign and file a financing statement to perfect AT&T's security interest.
- E. On termination of the applicable Service, You will return all Equipment (other than fully- paid for Purchased Equipment) in the same condition as originally installed, ordinary wear and tear excepted, or You will pay for restoration of the Equipment to such condition. AT&T will not be obligated to restore the premises to its original condition. If You do not return the Equipment to an AT&T specified address, then You shall be liable for its purchase price (if Purchased Equipment) or then-current market value (if other than Purchased Equipment).
- F. ALL EQUIPMENT PROVIDED HEREUNDER IS PROVIDED ON AN "AS IS" BASIS AND YOU ASSUME THE RISK ASSOCIATED WITH USE, REPAIR AND MAINTENANCE OF SUCH EQUIPMENT AND SOFTWARE.

Domain Name System Services

- A. You may, from time to time, request AT&T to host Your IP addresses or domain names, or ask AT&T to submit to a domain name registrar, on your behalf, domain name registration applications (each, an "Application"), for domain names you select (each, a "Domain Name"). If AT&T elects, in its sole discretion, to perform such service, the Applications shall name AT&T as the Technical Contact responsible for such domain name. AT&T is not a domain name registrar. AT&T's charges for hosting any of Your IP addresses or domain names, or charges for any Domain Name management related services (collectively the "DNS Services") do not include the domain name registrar's fees. You shall be responsible for, and shall promptly pay, all DNS Services and domain name registrar's fees. You represent and warrant that (i) all statements on the Application are true and correct; (ii) none of the requested Domain Names or Your use of any Domain Name will interfere with the rights

of any third party, infringe upon any trademark, service mark or other personal, moral or property right; and (iii) You have a legitimate business purpose for registering each Domain Name, which purpose relates to your purchase of the Service.

- B. With respect to any Domain Name, AT&T may elect to terminate or suspend its hosting of or provision of any DNS Services with respect to any or all of your Domain Names immediately upon written notice if (i) an Application is rejected; (ii) the Domain Name Registration is revoked or placed on "hold" or assigned to a third party; or (iii) AT&T receives or becomes aware of any complaints, conflicting claims, disputes or court orders regarding the Domain Name.
- C. "Downstream Provider Services" or "DSP Services" are defined as those activities of an entity or company which relate to the provision of IP address or DNS Services to third parties, where such entity or company does not own the IP addresses being used as part of such IP address or DNS services. Examples of the entities or companies which provide DSP Services include, but are not limited to, Internet Service Providers, Internet Access Providers, Application Service Providers and resellers.
- D. AT&T DNS Services are only available to that portion of the Your Service which does not involve DSP Services. DNS Services are not available to third parties given access to any AT&T Service by You, regardless of whether such parties have purchased services from You. In addition, You will be allowed to host one domain name owned by the You on AT&T's name servers as part of Your DNS Service. Any additional domain name hosting which AT&T may offer to provide You will incur additional charges.
- E. THE DNS SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IN NO EVENT SHALL AT&T BE LIABLE FOR PROVIDING, FAILING TO PROVIDE, OR THE PERFORMANCE OR THE FAILURE TO PERFORM OF THE DNS SERVICES. WITHOUT LIMITING THE FOREGOING, AT&T DOES NOT MAKE ANY WARRANTIES REGARDING THE HOSTING OF ANY OF YOUR IP ADDRESSES OR DOMAIN NAMES, THE SUCCESSFUL REGISTRATION OF ANY DOMAIN NAME, THE TIME OF SUBMISSION OF THE APPLICATION OR YOUR RIGHT TO CONTINUED USE OF A DOMAIN NAME AFTER REGISTRATION. AT&T IS NOT REQUIRED TO PARTICIPATE IN ANY DISPUTES RELATING TO THE APPLICATION OR THE REGISTRATION OF ANY DOMAIN NAME.

48.0

Terms and Conditions Applicable to Dial Connectivity Used in Conjunction with AVTS

Terms and Conditions applicable to dial connectivity used in conjunction with AVTS

The Service

The particulars of the Service applicable to Customer shall be as set forth in: (1) the Sales Order(s) (the "Sales Order") completed by AT&T in consultation with Customer as applicable, as well as, any Sales Orders that maybe completed by AT&T and the Customer thereafter; (2) the appropriate section of the Service Guide and (3) any other applicable Supplement for Custom Solution. Capitalized terms used but not defined in this Addendum are defined elsewhere in the Agreement.

- A. Applicable sections of the Service Guide and/or Supplements for Custom Solution may contain terms in addition to those AT&T specifies in this Agreement. B. The Service becomes subject to the terms of this Agreement when AT&T accepts Customer's order and the Customer (1) uses the Service or related Software, or allowing others to do so or the Customer (2) makes any payment for the Service or related Software.
- B. The AT&T dial network is generally available each day of the year. AT&T reserves the right to schedule reasonable hours for maintenance or system changes at AT&T's sole discretion or to perform emergency maintenance as may be required.
- C. An "End User" is defined as a User or other party accessing a Service or any data, equipment or related Software within a Service or any User or any other party who makes use of User Identifications obtained from Customer or obtained via any other authorization or means under Customer's control. User Identifications are generally required to access a Service that AT&T provides. User Identifications include account, user ID, password, application name and other identifiers.
- D. "Dial Connectivity" or "Dial Services" refers to the dial connection used in conjunction with the AVTS Service.

Support Services

- A. When AT&T accepts Customer's order for the Services, AT&T provides support Services such as those specified in this item and in items B and C below. AT&T will provide User Identifications to Customer which enable access to Services. "User Identifications" are a code or codes, such as a user ID or a password, which enable authorization or access to Software, programs, data, or equipment as part of a Service. Customer may authorize as "User" a duly authorized representative of CUSTOMER who has access to and makes use of service, or uses Service by providing a User Identification to the End User.
- B. AT&T will provide an activity account and invoice account to Customer. An activity account is an alphanumeric identification used to identify Customer for the placement of Customer's orders and for the use of the Services. Customer may request more than one activity account. An invoice account is an alphanumeric identification used to control Customer's invoicing. Generally there is one invoice account for each activity account AT&T charges Customer a monthly charge called a "base charge" for each invoice account Customer requests.

Pricing and Billing

- A. Amounts are due upon receipt of invoice and payable as AT&T specifies.
- B. One-time, recurring and usage charges may be based on measurements of actual or authorized use and shall be specified in the applicable sections of the Service Guide or other applicable Supplements for Custom Solution.
- C. AT&T may change the invoicing procedures upon three months' prior written notice to Customer.
- D. Additional charges may apply (such as custom solutions set forth in Supplements for Custom Solution, special handling or travel related expenses). Additional charges will be agreed to in advance in the applicable Service Guide or Supplements for Custom Solution.

- E. Customer will pay all surcharges and fees imposed by any government (e.g. Universal Services Fund payments, pay phone services, Prescribed Interexchange Carrier Charges), including those that are passed through to AT&T by its suppliers, for Services AT&T provides to Customer.

Termination

- A. In addition to AT&T's other rights to terminate set forth in this Section 4 and/or in the General Terms and Conditions, AT&T may immediately terminate a Service when, in AT&T's opinion, Customer or any of Customer's End Users cause any part of a Service to malfunction, or for any violation of the terms and conditions of this Agreement. AT&T may also terminate a Service if Customer fails to make changes that, in AT&T's judgment, are necessary to correct such malfunction. AT&T may restore the Service to Customer when the problem has been corrected to AT&T's satisfaction.

Responsibilities of the Parties

- A. Customer shall not resell any Service without AT&T's prior written consent.
- B. Customer shall provide AT&T with sufficient, free, appropriate, and safe access to Customer facilities.
- C. Customer shall be solely responsible for any results obtained from the use of the Services and Customer is responsible for obtaining all necessary governmental, regulatory, or statutory approvals for Customer's use of the Service.
- D. Customer is responsible for any damages resulting from use of User Identifications under Customer's control.
- E. Customer is responsible for obtaining, installing, and maintaining suitable equipment as necessary to access the Services.
- F. Customer is responsible for its Content and that of any of its End Users' (including any Content hosted by Customer or any User on behalf of third parties).
- G. Customer agrees that it and its End Users' use of the Service including, without limitation, (i) will not interfere with or disrupt other network users, network services or network equipment and (ii) will comply, if applicable, with AT&T's Acceptable Use Policy for the Service (the "Acceptable Use Policy"), the most recent copy which is available at <http://www.attbusiness.net/terms/aup.html>.
- H. Within five days after the Effective Date, Customer will provide AT&T with a forecast of its anticipated use of the Service by access city, for each of the first six months that the Service is anticipated to be available. Not later than the 15th day of each month after the First Service Date, Customer will provide AT&T with a forecast of its anticipated use of the Service for each of the following six months. Customer will make its best commercially reasonable efforts to provide accurate forecasts, basing each forecast on the best information then available to Customer (including information pertaining to planned promotional activities) and reasonable assumptions. AT&T will provide an electronic template that Customer must use to submit its forecasts; AT&T may from time to time change that template. If Customer fails to provide a forecast in accordance with this paragraph, AT&T may suspend the Service or terminate this Agreement and may immediately invoice Customer for Termination Charges.
- I. AT&T maintains security procedures for Customer's data while it is stored on or transmitted over equipment and facilities that AT&T controls. Customer is responsible for management of Customer data stored on or transmitted over AT&T's network. Such management includes, but is not limited to, backup and restoration of data, erasing data from disk space Customer controls, and Customer's selection of the security features and options that AT&T offers as Services. Apart from the Services AT&T provides to Customer under this Agreement, Customer is responsible to develop and maintain the management and security procedures that Customer deems appropriate, such as application logon security and encryption of data, to protect Customer's information.

- J. For purposes of performing network maintenance, AT&T may need to work with data stored in such locations as data buffers on equipment AT&T controls or in frame relay packets in order to view address headers and data records. During such maintenance activities, AT&T is not able to avoid seeing portions of data transmitted over the AT&T network. Such data is fragmented and out of context. The origin of the data may or may not be identifiable. Although AT&T uses reasonable efforts to notify Customer of such maintenance activity, particularly when it is being performed at Customer's request, it may not be practical to notify all customers whose data may be displayed during maintenance. Accordingly, Customer agrees that AT&T may use, copy, display, store, transmit, translate, rearrange or reformat, view and distribute Customer data internally both domestically and internationally for such purposes. AT&T agrees not to reverse assemble, reverse compile, or to disclose to third parties the information that Customer transmits over AT&T's network while using the Services (unless required by law, court order, an authorized government entity, or as otherwise authorized by Customer). Although AT&T carefully handles Customer's data as described above, for best data protection, Customer should encrypt any data which Customer does not want AT&T or others to comprehend. Encrypted data may be viewed, but it is not intelligible.
- K. Customer understands that the Software and technical information (including, but not limited to, Services and training) provided under this Agreement are subject to U.S. and other nations' export and import laws and regulations and any use or transfer of such Software and technical information must be authorized under all such applicable laws and regulations. Customer agrees not to use, distribute, transfer or transmit the Software or technical information (even if incorporated into other products) except in compliance with export and import laws and regulations of the U.S. and other applicable nations.
- L. Customer and AT&T may communicate with each other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. A User Identification contained in an electronic document is sufficient to verify the identity of the sender and the document's authenticity.
- M. Customer is responsible for all User Identifications under Customer's control, including but not limited to their passwords. A password is an identifier that should be kept secret and is used in conjunction with an account ID and user ID to verify identification and validate access to the AT&T network. The password is determined and set by the individual End User. The End User is responsible for proper control and management of the password. Unless Customer requests otherwise, there is a maximum number of days (normally between 60 and 180 days depending upon the type of password) an End User's password is valid. When the number of days exceeds the maximum, the End User must change the password. However, Customer can specifically request non expiring network passwords for Customer's account codes. Due to the increased potential of security breaches, AT&T strongly discourages the use of non-expiring passwords. AT&T recommends that if Customer chooses to use non-expiring passwords, Customer inform third parties who also may be subject to the resulting via AT&T's network and third parties sharing data base/data file access with Customer.) Customer is responsible for implementing access security controls to all of Customer's applications.

AT&T Customer Premise Equipment ("AT&T CPE")

- A. AT&T may provide Customer Premises Equipment ("AT&T CPE"), to be installed on Customer premises solely for the purpose of enabling AT&T to provide AT&T Services to Customer. AT&T CPE includes equipment, with any and all features, conversions, upgrades, elements, or accessories, or any combination provided by AT&T in connection with the Services Customer orders hereunder. AT&T CPE may include licensed internal code and Software to which AT&T or a third party owns all copyrights. No license is granted to Customer for Software or licensed internal code. Such AT&TCPE is and will remain AT&T's or AT&T's lessor's asset and will not become a fixture or realty. No right, title, or interest in or to AT&T CPE, licensed internal code associated with it, or any related planning information is passed to Customer. As appropriate, AT&T will provide Customer physical planning information for the AT&T CPE. Customer agrees to comply with the information in order to provide an environment meeting AT&T's specifications. AT&T will: 1) install applicable AT&T CPE at Customer's site unless

AT&T specifies otherwise; 2) maintain the AT&T CPE in accordance with its specifications; and 3) be responsible for all dismantling, return, removal, and shipping charges for the AT&T CPE.

- B. Customer agrees to: 1) provide and pay for the physical space and electrical power for the AT&T CPE at Customer's site; 2) provide at no cost to AT&T, adequate security to protect the AT&T CPE from theft, loss, damage, or misuse; 3) be responsible for loss of or damage to the AT&T CPE caused by Customer's or Customer's agents' intentional acts or negligence; 4) provide AT&T or its designee with all assistance reasonably necessary to permit AT&T access to Customer's site to perform inspection, installation, preparation for return or maintenance (including engineering changes) as is appropriate; 5) not alter, move to other locations, or transfer the AT&T CPE and any licensed internal code or Software associated with it to anyone else without AT&T's prior written approval; 6) keep the AT&TCPE and any licensed internal code or Software associated with it free from all liens, charges, or encumbrances; 7) affix and keep in a prominent place on the AT&T CPE any marking or label AT&T requires; and 8) return to AT&T, or permit AT&T or its designee to remove, at AT&T's option, the AT&T CPE and any licensed internal code or Software associated with it along with any physical planning documentation when the Service is withdrawn or terminated.

Licensing of Materials

"Materials" shall mean any literary works or other works of authorship, that AT&T may deliver to Customer as part of the Service. The term Materials does not include Software or licensed internal code. AT&T hereby grants Customer a non-exclusive, paid-up, restricted license to use, execute, reproduce, display, perform, and distribute (only within Customer's business enterprise) any Materials provided as part of a Service.

Additional Disclaimers and Limitation of Liability

- A. AT&T does not warrant that AT&T will correct all defects in a Service, Materials, or Software. AT&T does not guarantee that AT&T's security procedures will prevent the loss of, alteration of, or improper access to, Customer information. Unless specified otherwise in this Addendum, AT&T provides Services, Materials, or non-AT&T Services WITHOUT WARRANTIES OF ANY KIND except as required by law. However non-AT&T manufacturers, suppliers, or publishers may provide their own warranties to Customer.
- B. In lieu of Section 9.2, sub (iii) of the General Terms and Conditions, the following shall apply: (iii) the amount of any other actual direct damages up to the greater of U.S. \$100,000 or the charges (if recurring or usage, 12 months' charges apply) for the Service that is the subject of the claim.
- C. In addition to the limitations set forth in Section 9.0 of the General Terms and Conditions, except for those claims set forth in items (i) and (iii) of Section 9.2, under no circumstances shall AT&T or its Affiliates be liable for any third party claims for damages against Customer.

Traveling User Support

- A. For certain Services, as specified in the applicable sections of the Service Guide, out of region roaming, also referred to as "Traveling User Support", is intended to allow the End User to access the Service when traveling to selected countries where there is a relationship established with Affiliates and other local service providers. Traveling User Support provides remote terminal access using supported terminal devices in the countries that support global network traveling Users.
- B. AT&T will provide Customer a list of the Affiliates and other local service providers and the terminal devices and emulation Software supported upon Customer's request.
- C. It is Customer's responsibility to comply with the use and licensing terms and conditions of the Software provider.
- D. Traveling User Support is intended to allow Customer's End Users to access on an occasional basis when Customer's End Users travel. If Customer needs access from an international location for an extended period,

for example, longer than a month or more than three months in a year, Customer must obtain a local account ID and user ID from the Affiliate or other local service provider AT&T will determine what constitutes occasional use.

- E. AT&T may change the procedures for Traveling User Support access upon notice to Customer.
- F. Customer is responsible for compliance with all applicable laws, including but not limited to, complying with all matters related to the import and export of technical data, computer equipment and Software.
- G. Customer should also note that as a traveling user guest in a country, Customer also agrees to comply with all applicable laws, regulations, or conventions in the country where Customer's transaction is performed.
- H. H. Customer agrees that the country Affiliate or other local service provider whose services Customer is using as a traveling user has no liability to Customer under any circumstances. The local service provider of Customer's account ID and user ID is liable only according to the limitations of liability as specified in the General Terms and Conditions and Additional Terms and Conditions for the Service.

Help Desk Support

A. All problems, questions or requests for assistance regarding the Service ordered hereunder should be made to the appropriate AT&T help desk. Problems may be reported by telephone, or electronically using the NOTIFY function from the AT&T sign-on screen.

General

- A. Nothing in this Agreement shall create or vest in Customer any right, title or interest in the Service, other than the right to use the Service under the terms and conditions of this Agreement.
- B. AT&T's performance obligations under this Addendum shall be solely to Customer, and not to any third party. Other than as expressly set forth herein, this Agreement shall not be deemed to provide third parties with any remedy, claim, right of action, or other right.
- C. Customer and AT&T are both independent contractors. Neither party is an agent, legal representative, partner, joint venture, franchisee, employee, or servant of the other party for any purpose.
- D. Except for the rights and obligations set forth in Section 9 herein, all of Customer's rights and all AT&T obligations are valid only in the United States and Puerto Rico.

49.0

General Terms and Conditions for RPost

Additional Terms and Conditions RPost

Definitions

Capitalized terms used in this Agreement without definition will have the meanings set forth below:

"Billing Information" means the information that RPost will include on each customer bill, namely, the time (date and time) the (R)egistered e-Mail was sent and the name of the Sender.

"Customization Request" means a request to have RPost provide a customized form of the Service, pursuant to an attached Customization Schedule.

"End-User" means any individual authorized by Customer to send (R)egistered e-Mail pursuant to this Agreement.

"Gateway Partner" means a company or Internet Service Provider whose servers are equipped to provide End-Users with access to the Service.

"Global Network" means access to the global (R)egistered e-Mail infrastructure and network of which there is a charge added to (R)egistered e-Mail fees equal to 18% of the cost per (R)egistered e-Mail.

"National Mail Server™" means the servers owned and operated by RPost and equipped to provide the Service.

"(R) Enabler Software" means proprietary filter software owned by RPost to enable Client to use and access (R)egistered e-Mail. This is sometimes referred to as "Filter" software.

"Record Information" means the information that RPost will retain solely for purposes of resolving a billing dispute, trouble-shooting the Service, or that RPost may be required by law or Governmental regulation to retain, including, Sender Name, Sender e-mail address, date and time that the (R)egistered e-Mail was sent, to whom the e-mail was addressed, the size of the e-mail file, the size of any attachment, the Internet Service Provider, and information listed within the parenthesis on the subject field of the (R)egistered e-Mail.

"(R)egistered e-Mail" means a service created and owned by RPost and powered by RPost technology that tracks the delivery of e-mail and provides a return receipt to the sender of e-mail with a time/date seal and authenticates both the contents and any attachments of an e-mail message with hashing algorithms and digital encryption signatures, providing verification that a message was sent and delivered to the recipient's mail server.

"(R)egistered e-Mail Sponsors" means a Government agency or private entity that enters into an agreement with RPost to endorse and offers its brand in conjunction with (R)egistered e-Mail.

"RPost" means RPost International Limited, a corporation organized and doing business under the laws of Bermuda using the trade name RPost, as well as any RPost subsidiaries or affiliates. If the Customer is within the Territory of the United States, this agreement is explicitly between RPost Inc., a corporation organized and doing business under the laws of Delaware, and the Customer; and "RPost" means, in this case, RPost Inc. the Delaware company.

"Sender" means any End-User who sends (R)egistered e-Mail and has engaged in a relationship with RPost.

"Service" means the Service powered by RPost technology that tracks the delivery of e-mail and provides a return receipt to the sender of e-mail with a time/date seal.

"Strategic Affiliate" means a corporate client that provides periodic feedback about RPost's service for the purpose of improving the service.

"Territory" means (R)egistered e-Mail territory Jurisdiction.

Services

Implementation. RPost grants Customer a license to use RPost (R) Enabler Software, enabling Customer and/or End-Users to send (R)egistered e-Mail by routing their outbound (R)egistered e-Mail through National Mail Servers™ and the Global Network for (R)egistered e-Mail.

Customization Request. Customer may submit a Customization Request for customized services to be provided by RPost, pursuant to a Customization Schedule.

RPost Awareness Program. RPost will offer each new Customer a 30-day e-mail awareness program, consisting of five informational e-mails that the Customer may forward to its End-Users describing the Service and offering suggestions for using the Service. In addition, RPost will send by e-mail, in a PDF file or similar file format, an implementation and user manual to each new Customer.

Taxes

Customer shall pay all shipping charges, taxes (excluding those on RPost Inc.'s net income) and other similar charges (and any related interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by Customer to RPost Inc. prior to the delivery of Services consistent with FAR 52.229-3 (FEDERAL, STATE, AND LOCAL TAXES) (JAN1991). RPost Inc. may assess, as separate line items on invoices, charges to recover its costs associated with Universal Service Fund charges, Primary Interchange Carrier Charges, Payphone Access Charges, and other charges that may be assessed, or changed, from time to time by the federal Government or state or local Governments.

Proprietary Rights

Proprietary Rights. Customer hereby agrees and acknowledges that RPost is the sole and exclusive owner of RPost technology, processes and services (including the (R)Enabler Software), and all RPost copyrights, trademarks, service marks, trade secrets, patents, and other proprietary rights used in connection with the Service. Customer agrees and acknowledges that all (R)egistered e-Mail Sponsors are the sole and exclusive owners of their copyrights, trademarks, and service marks used in connection with the Service. Customer agrees that "(R)egistered e-Mail", "Registered e-Mail", "(R)egistered Receipt", "Registered Receipt", "(R)", "(O)", "(C)", and National Mail Server are among the service marks and trademarks owned by RPost.

Customer shall not reverse engineer, copy, modify, distribute, or transfer to any third party any of the (R)Enabler Software or related products. Customers also shall not distribute or provide access to the Service to any third party, except as provided by this Agreement.

Promotional Activities. Subject to pre-approval by Customer; Customer agrees to permit RPost to use Customer's logo and name on the RPost Web site. Customer agrees to be listed in RPost's published customer reference list and discussed in RPost's case studies in connection with Customer's use of RPost Services. Customer also grants RPost the right to issue, subject to pre-approval by Customer: (i) press releases announcing the Customer relationship and identifying the type of Services purchased by Customer;

(ii) joint public statements; (iii) published articles in trade publications; (iv) reference calls (including media and analyst calls).

Confidential Information

Definition- Confidential Information shall include any non-public information regarding the products, services or business of a party (and, if either party is bound to protect the confidentiality of any third party's information, of a third party) where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary as well as information specifically identified as Confidential Information in this Agreement.

Disclosures and Use- Each party agrees to safeguard the confidentiality of Confidential Information of the other party with the same degree of care as it applies to its own confidential information, but in no case less than reasonable care. The receiving party shall use Confidential Information of the disclosing party only in performing under this Agreement and shall retain the Confidential Information in confidence and not disclose it to any third party

(except as authorized under this Agreement) without the disclosing party's express written consent. The receiving party shall disclose the disclosing party's Confidential Information only to its employees and contractors who have a need to know such information for the purposes of this Agreement.

Exceptions- notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information which:

- A. is already known to the receiving party prior to disclosure by the disclosing party;
- B. becomes publicly available without fault of the receiving party;
- C. is rightfully obtained by the receiving party from a third party without restriction as to disclosure;
- D. is approved for release by written authorization of the disclosing party;
- E. is developed independently by the receiving party without use of the disclosing party's Confidential information, as shown by appropriate documentation; or
- F. is required to be disclosed by law or Governmental regulation, provided that the receiving party provides reasonable notice to disclosing party of such required disclosure and reasonably cooperates with the disclosing party in limiting such disclosure.

Remedies- notwithstanding any other provisions of this Agreement, the disclosing party shall be entitled to seek a court injunction to protect its interests in the event of any breach or threatened breach by the receiving party of this Section.

Privacy

RPost Collection and Use of Customer Information-RPost collects the following information when a Customer uses the Services: name of the Customer, name of Sender, E-mail address of the intended recipient, size of the e-mail file sent, and information listed within parenthesis on the subject field of the (R)egistered e-Mail. This information is used by RPost for billing purposes and the provision of the Service and is Confidential Information of Customer. In some instances, RPost may require that Customers provide RPost with a password to access the Service. Passwords are Confidential

RPost Access to Contents of (R)egistered e-Mail- Customer understands and agrees that RPost will have access to the content of (R)egistered e-Mail only in the event that such access is required (i) to repair a National Mail Server™ or otherwise ensure the smooth operation of the Service; (ii) to investigate or prevent the abuse of the Service; or (iii) as otherwise provided in Section 5 of this Agreement. Such contents are Confidential Information of Customer and subject to the provisions of Section 12.3, below.

No Warranties

Failure to Provide Service-Customer will be notified if their (R)egistered e-Mail is undeliverable or if the service is unavailable. Customer's sole and exclusive remedy for any failure to provide the Service is that RPost will re-perform the applicable Service. Rpost has no other responsibility or liability for any such outage or any failure to deliver an e-mail.

Disclaimer of Warranties. Neither RPost nor any (R)egistered e-Mail Sponsor controls Customer's desktop computer hardware, software and network services provided by Customer to allow access to the Service. The computer desktop and network performance and/or nonperformance can impair or disrupt Customer's connections to e-mail, the Internet, or portions thereof, and the transmission of data. Accordingly, RPost and all (R)egistered e-Mail Sponsors disclaim any and all liability resulting from or relating to such events. The service is provided "as is" and "with all faults," and

RPost makes no additional warranties or representations, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose or title or arising from a course of dealing, usage or trade practice. (R)egistered E-mail Sponsors make no warranties or representations whatsoever to customer.

Indemnification

Customer Indemnification Obligations- Customer shall indemnify and hold RPost and any (R)egistered e-Mail Sponsor harmless against any claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of or connected with data or content in Customer's systems or Web site or in Customer's or End-User's e-mail or otherwise used or transmitted by Customer or End-User, or arising out of or connected with Customer's business activities.

Conditions to Indemnification- The indemnity obligations set forth in this Section are contingent upon: (a) the indemnitee giving prompt written notice to the indemnitor of any such claim(s); (b) the indemnity or at its option having sole control of the defense or settlement of the claim; and (c) at the indemnitor's request and expense, the indemnitee cooperating in the investigation and defense of such claim(s).

Limitation of Liability; Limitation of Remedy

Limitation of Damages- In no event shall RPost or any (R)egistered e-Mail Sponsor be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation loss of use, interruption of business, loss of data or loss of profits, arising out of or in any way connected with this agreement, the service or any software applications, even if RPost has been advised of the possibility of such damages. In no way shall any (R)egistered e-Mail End-User or Customer act as an agent in a litigation against RPost or authorize an agent to represent them in a litigation against RPost. In no event will RPost have liability for any amount in excess of the amounts paid by customer under this agreement. In no event shall any (R)egistered e-Mail Sponsor be liable for any damages whatsoever arising out of or connected with this Agreement or the Service.

Customer Content- In no event shall RPost or any (R)egistered e-Mail Sponsor be responsible or liable with respect to any inaccuracy, illegality, misinformation or any violation of a third party right or interest associated with or directly or indirectly arising out of the customer's content.

Customer Equipment- RPost assumes no liability for damage to, or loss of, any Customer equipment resulting from any cause other than the gross negligence or willful misconduct of RPost. To the extent RPost is liable for any damage to, or loss of, Customer equipment for any reason, such liability will be limited solely to the then current replacement value of Customer equipment, excluding lost data or software.

Term and Termination

Term- Unless terminated earlier pursuant to Sections 3.1 or 10.2, this Agreement shall commence on the Effective Date and continue for one year and will renew for successive one-year periods unless notice by either party of its intent not to renew is given thirty days prior to the end of the then current one-year term.

Effect of Termination- Upon termination of the Service, Customer must cease using the Service and the (R)Enabling Software and all rights and obligations of the parties shall cease, except for the payment obligations and as provided in Section 11.8. Termination by RPost shall not relieve Customer of the obligation to pay any fees owing to the date of termination. Upon termination of this Agreement, each party will return to the other party any Confidential Information of such other party, which is in its possession.

General

Relationship of parties- Nothing in this Agreement will be construed to imply a joint venture, partnership, or agency relationship between the parties, and RPost will be considered an independent contractor when performing Services under this Agreement. Nothing contained in this Agreement shall be construed as to allow either party to create or

assume any obligation on behalf of the other party for any purpose whatsoever. RPost requests that the customer provide periodic feedback about how RPost can improve the service, and in exchange for feedback, RPost will consider customer a Strategic Affiliate of RPost.

RPost Testimony-In the event that RPost personnel are subpoenaed or otherwise asked to give testimony in any disputes between a Customer and any third party which involves the Service, the Customer agrees to pay RPost for its limits and services at a rate of \$200.00 per hour, plus reasonable travel and other expenses.

Assignment- Customer shall not assign any of the rights or obligations under this Agreement without the prior written consent of RPost, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Customer may assign its interest herein, upon written notice to RPost, to a subsidiary of Customer's or to an entity that acquires substantially all Customer's assets or business which expressly assume Customer's obligations. The rights and liabilities of the parties hereto will bind and inure to the benefit of its respective successors and assigns. Nothing in this agreement shall be construed as to prohibit RPost from outsourcing provision of any part of the Service or from offering the (R)egistered e-Mail service under the brand of a (R)egisterede-Mail Sponsor.

Complete Understanding; Modification-This Agreement and any purchase order issued under this agreement constitute the entire agreement between the parties relating to its subject matter and supersede all prior agreements and understandings between the parties with respect to its subject matter and may not be changed unless mutually agreed upon in writing by both parties. No different or additional terms set forth in a purchase order or other communication will be binding on RPost unless RPost specifically agrees in writing to such different or additional terms. An Officer of RPost is required to authorize any changes on behalf of RPost.

Notices- Any notices required or permitted hereunder must be given to the appropriate party at the address specified on the Contract Information Sheet at such other address as the party may specify in writing. Such notice will be deemed given upon personal delivery to the appropriate address or sent by certified or registered mail, (R)egistered e-Mail, commercial courier, or Fax three days after the date of mailing only for mailing, or confirmed receipt for e-mail and fax, two days for courier provided that notice of change of address will be deemed effective only upon receipt.

Governing law; consent to jurisdiction. This Agreement shall be deemed to be a contract made under, and shall be construed under the laws of federal Government contracts.

Dispute Resolution-except as provided in Section 5, failure of the parties to this Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes [DEC 1998], which is incorporated herein by reference.

Survival of Obligations- The rights and obligations with respect to Proprietary Information, Confidential Information, Privacy, Warranties, Indemnification, Limited action of Liability, and Disclaimers shall survive the termination or expiration of this Agreement.

Amendments- This Agreement may not be modified or amended except by written instrument signed by an authorized representative of both parties. RPost requires authorized representative to be an Officer of RPost Inc.

Counterparts- This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. All signed fax copies of the Agreement shall be deemed as valid as originals.

Litigation-If the Customer is involved in litigation where the (R)egistered e-Mail system is in question, the Customer is required to notify RPost and RPost reserves the right to defend the (R)egistered e-Mail system in the litigation.

Special Provisions

Privacy Policy-Collection of information; RPost collects the following information when End-Users use the Services: sender name, sender e-mail address, date and time that the (R)egistered e-Mail was sent, to whom the e-mail was addressed, the size of the e-mail file, the size of any attachment, the Internet Service Provider, and information listed within the parenthesis on the subject field of the (R)egistered e-Mail. This information will be used to respond to your concerns/inquiries regarding mail services or other issues relating to the RPost.

RPost may disclose this information to an appropriate domestic or foreign Government agency for law enforcement purposes, but only upon formal request therefore specifying the applicable laws or regulations requiring disclosure. If a RPost is requested or required (by laws or regulations, interrogatories, formal requests for information or documents, subpoena civil investigative demand or other process) to disclose any Confidential Information to a legal, regulatory or Governmental authority, the RPost will so advise in writing the senders' Agency.

Access to Contents of Registered e-Mail. The Customer understands and agrees that RPost will have access to the content of (R)egistered e-Mail, during processing, only in the event that such access is required (i) to repair a National Mail Server™ or otherwise ensure the smooth operation of the Service; (ii) to investigate or prevent the abuse of the Service; or (iii) as required by law. Such contents are Confidential Information of the Customer to the extent permitted by applicable law.



50.0

Additional Terms and Conditions Cloud Based Services

Additional Terms and Conditions- Cloud Based Services

Use of API to Access AT&T Synaptic Storage as a Service: To access the Service, Customer or a User of the Service may be required to use or address an Application Protocol Interface (API) that is provided by AT&T or under license by AT&T. Your use of any API you download from AT&T is governed by the license terms included with the code.

To access the AT&T Synaptic Storage as a Service, you may be required to use an API licensed to AT&T by EMC Corp (EMC Services). You agree to use or access the software or other elements described under the following terms. These terms apply to the Software and other properties used to facilitate AT&T and Customer access to and use of: (i) proprietary application programming interfaces or file system access specifications and protocols (collectively, EMC API); (ii) developer kit materials, such as sample code, for

use in connection with the APIs, design and functional specifications, development and maintenance manuals, EMC API guides, and other technical information; and (iii) product specifications, user manuals, installation guides, whitepapers, made available to AT&T by EMC in connection with AT&T and Customers access to and use of the EMC Services. Distribution of the API and other materials described (the "EMC Software") to Customer by AT&T is pursuant to a license by EMC to AT&T and is subject to the terms of that license. EMC Software means Software that AT&T licenses from EMC and includes source code, wrappers, and libraries, if applicable, that EMC may make available from time to time to facilitate AT&T's and its Customers' access to and use of the Service. The EMC API, EMC Software and other materials provided by AT&T to you with the Service is provided under the following terms:

AT&T grants Customer a personal, non-transferable and non-exclusive license (without the right to sublicense) to use EMC API, EMC Software, in object code form solely for the purpose of enabling such Customers to make authorized use of the Service solely in accordance with applicable written and electronic documentation. Except as expressly authorized herein Customer shall not copy, modify, enhance, change or make derivative works of the EMC API, EMC Software, or any portion thereof. Customer shall not reverse assemble, reverse compile, or reverse engineer any code included in the EMC API, EMC Software (except where and to the extent expressly permitted by law). Customer may not copy, sell, or redistribute any portion of the EMC API, EMC Software, or incorporate any portion of them into any other product; and except as expressly authorized in this agreement. Customer may not, without EMC's prior written consent, sell, resell, redistribute, sublicense, or transfer any portion of the EMC API, EMC Software.

The EMC API and EMC Software shall at all times remain the sole and exclusive property of EMC subject to its license to AT&T. To the extent that use of EMC API and EMC Software by Customer or User is required for the use of a Service, Customer and Users may use the EMC API and EMC Software licensed to Customer under this Agreement for that purpose. Customer shall assure that Users comply with these terms and conditions. The term of the license granted hereunder shall be coterminous with the term of the related Services. Before You use the EMC API and EMC Software, Customer shall first agree to comply with the terms and conditions that may be provided by EMC with the EMC API and EMC Software and, in the event of a conflict, such EMC terms and conditions will take precedence over these terms and conditions as to the EMC API and EMC Software. AT&T passes through to Customer any warranties available from EMC, to the extent that AT&T is permitted to do so under its contracts with EMC.

Use of API to Access Synaptic Compute as a Service: To access and/or manage AT&T Synaptic Compute as a ServiceSM, Customer or a User of the Service may be required to use or address an API ("Synaptic Compute API"). Customer agrees to use or access the Synaptic Compute API or other elements described under the following terms. These terms apply to the Synaptic Compute API and other properties used to facilitate AT&T and Customer access to and use of: (i) proprietary Synaptic Compute APIs or file system access specifications and protocols; and, (ii) developer kit materials, such as sample code, for use in connection with the Synaptic Compute APIs, design and functional specifications, development and maintenance manuals, Synaptic Compute API guides, and other technical information.

The Synaptic Compute API and other materials provided by AT&T to you with the Service is provided under the following terms. AT&T grants Customer a limited, non-exclusive, non-transferable license, with no right to sublicense, to access and use the Synaptic Compute API and any updates or new versions provided by AT&T solely for Customer's own internal business purposes and solely in accordance with applicable written and electronic documentation. If the Synaptic Compute API becomes subject to terms and conditions of software manufacturer, Customer agrees to comply with any third-party terms and conditions imposed by the software manufacturer. Customer may use Synaptic Compute API solely to (a) modify and test Customer's application programs so that it is compatible with and can use the API and AT&T Synaptic Compute as a Service, and (b) display, distribute and execute Customer's application program(s) used to make a resources request against the Synaptic Compute API and AT&T Synaptic Compute as a Service. Customer will not, and will not permit any person to, reverse engineer, disassemble, reconstruct, decompile, translate, modify, copy, or create derivative works of the Synaptic APIs or any aspect or portion thereof, source code and algorithms.

The following are the terms under which Customer shall purchase and use the services identified:

- AT&T Synaptic Compute as a ServiceSM
- AT&T Synaptic Storage as a ServiceSM

(Which shall be referred to as the "Service" where ordered individually or when ordered together) and shall not apply Customer's order or purchase of any other product or service from AT&T or its affiliates. The rates, terms and conditions of the Service that AT&T provides to Customer under this Agreement are found in this document and the following additional documents: (i) the AT&T Enterprise Hosting Service Guide found at http://www.corp.att.com/abs/serviceguide/docs/eh_sg.pdf. (ii) the Pricing included in this Agreement; and (iii) the Acceptable Use Policy ("AUP") found at www.att.com/aup. AT&T may revise the Service Guide or the AUP at any time, and may direct Customer to websites other than listed above. If there are conflicting terms contained in these documents, the order of priority of the interpretation shall be this Agreement, the AUP, and the Service Guide.

Services: AT&T will either provide or arrange to have its Affiliate provide the Service to Customer under this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

Customer may not resell the Services to third parties (excluding Customer's Affiliates) without AT&T's written consent. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement, and Customer is responsible for their use of any Services, unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet, Customer and Users will comply with the AUP. Use of Service requires Customer and users of Service to agree comply with any license terms presented during access to or use of Service. Certain license terms are set forth at the end of this Agreement. Please review these license terms. Your use and acceptance of the Service constitutes Your agreement and acceptance of these license terms.

Access: Where necessary, Customer will in a timely manner allow AT&T to access, or at Customer's expense obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Services. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service, or suspend performance until Customer removes the hazardous materials.

Privacy: Each party is responsible for complying with the privacy laws applicable to it. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, AT&T

recommends that Customer encrypt such data so that it will be unintelligible. Customer shall be responsible for any consent from or notice to a User regarding AT&T's processing the User's information in connection with providing Service.

Use of Software: Software used with the Service is governed by written terms and conditions, including end user license agreements, applicable to such software. Customer shall comply with all such terms and conditions, which take precedence over this Agreement as to such software. Title to software remains with AT&T or the supplier/licensor of the software.

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

Limitation of Liability: AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES,OMISSIONS,INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIEDIN THE SERVICE PUBLICATION,OR IF NO CREDITS ARESPECIFIED,AN AMOUNT EQUIVALENTTO THEPROPORTIONATE CHARGE TO CUSTOMERFORTHEPERIOD OF SERVICE DURING WHICH SUCHMISTAKE,OMISSION, INTERRUPTION,DELAY,ERROROR DEFECTIN THE SERVICES OCCURS ANDCONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TOAT&T. THIS LIMITATION WILL NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGETOREALORTANGIBLE PROPERTY DIRECTLYCAUSEDBY AT&T'SNEGLIGENCE; OR (II) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTYCLAIMS" PARAGRAPH.

NEITHERPARTY WILL BELIABLE TOTHE OTHER PARTY UNDER ANY CIRCUMSTANCESFOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIALDAMAGES.

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

Third Party Claims: AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

Import/Export Control: Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

General Provisions: Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of

Customer without a need for further authentication or authorization. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. This Agreement is limited to Services to be provided in the United States. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control.

51.0

Additional Terms and Conditions Content Network Delivery

**General Services Administration (“GSA”) Rider to Akamai Technologies, Inc.
Terms & Conditions (for U.S. Government End Users)**

1. **Scope.** This GSA Rider and the Akamai Technologies, Inc. (“Akamai”) Terms & Conditions (“Terms & Conditions”) (collectively, the “Agreement”) establish the terms and conditions enabling U.S. Government agencies (each, a “Customer”) to procure services from Akamai.
2. **Applicability.** The attached Terms & Conditions are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101-7109), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 6305), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ)), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the Terms & Conditions are inconsistent with the Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable under any result any orders under GSA contract #GS-35F-0249J, including, but not limited to the following:

- a) **Contracting Parties.** The “Customer” is the “Ordering Activity”, defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Customer cannot be an individual because any implication of individual contracting triggers the requirements for legal review by Federal Employee unions.
- b) **Changes to Work and Delays.** Any changes to work and delays are subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable Delays (JUN 2010), regarding which the GSAR and the FAR provisions shall take precedence.
- c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government Customer must be included within the contract signed by the Government Customer.
- d) **Termination.** Clauses in Akamai’s Terms & Conditions referencing termination or cancellation of orders placed thereunder are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Akamai may request cancellation or termination of orders placed under the Terms & Conditions if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section P below or if such remedy is otherwise ordered by a United States Federal Court.

- e) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)), the validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Terms & Conditions referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- f) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010), unilateral termination by Akamai does not apply to a Government order and all clauses in the Terms & Conditions referencing unilateral termination rights of Akamai are hereby deemed to be deleted.
- g) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Terms & Conditions are hereby deemed to be deleted.

- h) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Terms & Conditions are hereby deemed to be deleted.
- i) **Customer Indemnities.** All Terms & Conditions clauses referencing Customer indemnities are hereby deemed to be deleted.
- j) **Contractor Indemnities.** All Terms & Conditions clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- k) **Renewals.** All Terms & Conditions clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- l) **Future Fees or Penalties.** All Terms & Conditions clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- m) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- n) **Third Party Terms.** Subject to the actual language agreed to in the order by the Contracting Officer, any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Akamai indemnities do not constitute effective migration.
- o) **Installation and Use of the Software.** Installation and use of software, if any, shall be in accordance with this Rider and Terms & Conditions, unless an Ordering Activity determines that it requires different terms of use and Akamai agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- p) **Dispute Resolution and Venue.** Any disputes relating to the Terms & Conditions and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Akamai shall have standing to bring such claim under the Contract Disputes Act.
- q) **Limitation of Liability:** Subject to the following:

Akamai and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Akamai and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

- r) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- s) **Public Access to Information.** Akamai agrees that the Terms & Conditions and this Rider contain no confidential or proprietary information and acknowledges the Terms & Conditions and this Rider will be available to the public.
- t) **Confidentiality.** Any provisions that require the Government Customer to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

u) **Acceptable Use Policy.**

Notwithstanding anything to the contrary in the Acceptable Use Policy ("AUP") included as Exhibit A to the Terms & Conditions, the parties hereby agree as follows:

Akamai may, eight (8) hours after Akamai's prior written notice to GSA (or other agency Customer contracting official) suspend service only to the extent necessary to prevent a violation of the AUP from causing imminent (i) exposure of Akamai or underlying service providers to criminal sanctions or prosecution, (ii) significant irreparable harm to or significant interference with the integrity or normal operations or security of Akamai's network or networks with which Akamai is interconnected or significant interference with another customer's use of Akamai's services or the Internet; or (iii) significant irreparable harm to Akamai, underlying service providers or Akamai's customers or their respective employees.

Akamai may act immediately and without prior notice to suspend service only to the extent necessary to respond to a federal or state government order or mandate that certain conduct must be stopped. In such instance, Akamai shall provide written notice and detailed explanation to the GSA CO, GSA ACO, and the impacted Customer Agency (or other official designated by the Customer Agency) within one hour of suspension.

Under no circumstances may Akamai suspend service without notice.

Any suspension shall be only for the time necessary for steps to be taken that will reasonably prevent the violation from continuing or reoccurring.

Under no circumstances may Akamai unilaterally terminate service.

Akamai Product License Agreements

Legal notice

Akamai products are not sold; rather, copies of Akamai products are licensed all the way through the distribution channel to the end user. IF YOU USE OR DISTRIBUTE ONE OR MORE OF THE AKAMAI PRODUCTS BELOW, THE TERMS AND CONDITIONS OF THE APPLICABLE LICENSE AGREEMENTS

BELOW APPLY TO YOU. Please read the agreements applicable for the products you want to use. Please be careful to read the agreement for the software you want to use.

HD Networks Player Component License Agreement

HD Networks Player Component License Agreement (iPhone® and iPad® version) Akamai Net Session Interface - License Agreement

Akamai Net Session Interface - C-API License

HD Network Player Component License Agreement Version: December 9, 2009

This is a License Agreement (the "Agreement") for certain software modules known as the HD Networks Player Component (the "Software") owned by Akamai Technologies, Inc. ("Akamai") that are useful in connection with Akamai's HD Network service offering.

Please read this Agreement. By enabling end users to access and integrate the Software with your branded media player, you agree to these terms. If you do not agree to the terms of this Agreement, the Software cannot be integrated with your media player or otherwise used for any purpose.

The Software consists of compiled classes containing logic for connecting to the Akamai HD Network. These computer programs are provided to you and your end users in machine-readable (executable) form only.

Akamai either owns or has the right to provide you the Software, portions of which may be copyrighted. The Software is not sold, and it is provided at no cost other than as set forth in any applicable Akamai services order form.

Limited License

You have a non-exclusive, personal and non-transferable right and license

- a) to integrate the Software with your branded media player during runtime execution on an end user client machine, and
- b) with Akamai's prior written consent, to bundle the Software with your branded media player and to distribute that bundled code to end users who will use the Software as provided in subsection 1(a). In either case, the Software shall only be used in connection with your authorized use of Akamai's HD Network service, and for no other purpose. Akamai shall have the right to modify the Software at any time within its discretion. Updated versions of the Software shall be made available as soon as reasonably practicable to ensure that end users implement such versions. You will ensure that anyone who obtains and uses the Software does so only in compliance with the terms of this Agreement. No right to sublicense is granted, and Akamai may terminate this license at any time upon notice to you. All other rights in and to the Software are hereby reserved.

Restrictions

- a) **Personally Identifiable Information.** The Software is a set of logic through which your player may retrieve content from the Akamai HD Network with your branded media player. You will ensure that your media player does not provide Akamai, through the Interface or otherwise, any personally identifiable information (PII), or any other information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. Further, Akamai assumes no obligation and is not responsible to obtain end user consent or approval for integration of the Software with your branded media player, or to obtain any such end user consent or approval to collect analytics data using that Software.
- b) **Third Party Use, Reverse Engineering or Export.** You may not use, copy, modify or distribute the Software except as provided in this Agreement. Except as set forth herein, the Software may not be used in association with any third party product or service including, without limitation, any third party content delivery network (CDN). Except as permitted by applicable law and this Agreement, neither you nor your end-users may decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, sublicense, or create derivative works from, the Software or transmit the Software over a network. You may not use or otherwise export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, none of the Software may be used or otherwise exported or re-exported into (or to a national or resident of) a United States embargoed country or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any country or on any such list.

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Limitation Of Liability

In no event shall Akamai be liable to you for any damages exceeding any amount paid for the Software or the service with which the Software is used.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL AKAMAI BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM ANY LOSS OF DATA CAUSED BY THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU.

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Controlling Law and Severability

This Agreement shall be governed by the laws of the United States and those of the Commonwealth of Massachusetts. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

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Complete Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing.

Your rights under this Agreement will terminate automatically without notice if you fail to comply with any term(s) of this Agreement.

You may continue to license the Software under this Agreement for so long as you are using Akamai's HD Network service, or as Akamai shall otherwise agree in writing. Upon termination, your end users will no longer have the right to integrate and use the Software with your branded media player.

HD Networks Player Component License Agreement (iPhone® and iPad® version) Version: February, 2010

This is a License Agreement (the "Agreement") for certain software modules known as the HD Networks Player Component (the "Software") owned by Akamai Technologies, Inc. ("Akamai") that are useful in connection with Akamai's HD Network service offering.

Please read this Agreement. By enabling end users to access and integrate the Software with your branded media player, you agree to these terms. If you do not agree to the terms of this Agreement, the Software cannot be integrated with your media player or otherwise used for any purpose.

The Software consists of compiled static libraries containing logic for connecting to the Akamai HD Network. These computer programs are provided to you and your end users in machine-readable (executable) form only, although Akamai may make available portions of the Software in source code form (e.g. for demo or other purposes) at its discretion. Akamai either owns or has the right to provide you the Software, portions of which may be copyrighted. The Software is not sold, and it is provided at no cost other than as set forth in any applicable Akamai services order form.

Limited License

You have a non-exclusive, personal and non-transferable right and license

- a) to integrate the Software with your branded media player, and
- b) with Akamai's prior written consent, to bundle the Software with your branded media player and to distribute that bundled code to end users who will use the Software as provided in subsection 1(a). In either case, the Software shall only be used in connection with your authorized use of Akamai's HD Network service, and for no other purpose. Akamai shall have the right to modify the Software at any time within its discretion. Updated versions of the Software shall be made available as soon as reasonably practicable to ensure that end users implement such versions. You will ensure that anyone who obtains and uses the Software does so only in compliance with the terms of this Agreement. No right to sublicense is granted, and Akamai may terminate this license at any time upon notice to you. All other rights in and to the Software are hereby reserved.

Restrictions

- a) **Personally Identifiable Information.** The Software is a set of logic through which your player may retrieve content from the Akamai HD Network with your branded media player. You will ensure that your media player does not provide Akamai, through the Interface or otherwise, any personally identifiable information (PII), or any other information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. Further, Akamai assumes no obligation and is not responsible to obtain end user consent or approval for integration of the Software with your branded media player, or to obtain any such end user consent or approval to collect analytics data using that Software.
- b) **Third Party Use, Reverse Engineering or Export.** You may not use, copy, modify or distribute the Software except as provided in this Agreement. Except as set forth herein, the Software may not be used in association with any third party product or service including, without limitation, any third party content delivery network (CDN). Except as permitted by applicable law and this Agreement, neither you nor your end-users may decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, sublicense, or create derivative works from, the Software or transmit the Software over a network. You

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- a) into (or to a national or resident of) a United States embargoed country or
- b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any country or on any such list.

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AKAMAI EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AKAMAI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, AKAMAI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO PORTIONS OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation Of Liability

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The Akamai Net Session Interface End User License Agreement Version: February 14, 2011

The Akamai NetSession Interface Extended ("NetSession Interface") is a secure networking service that is installed on your computer for improving the speed, reliability and efficiency of content downloaded from the Internet. Use of the NetSession Interface allows you to download content from the Internet and other NetSession Interface users and in turn, utilizes a small amount of your upload bandwidth to enable other users of the NetSession Interface to download pieces of that content from your computer. The NetSession Interface runs in the background and uses a negligible amount of your computer resources or upload bandwidth when you are not actively downloading content. The NetSession Interface is a key service used by many of your favorite software and media publishers who have chosen Akamai to optimize their content delivery. More detailed information can be found here: <http://www.akamai.com/client>. The NetSession Interface downloads only files specifically authorized by you, or for the purpose of automatically updating itself. At any time, you may uninstall the NetSession Interface through the Add/Remove Programs Control Panel (Windows), or by simply running the uninstaller app (Mac). NOTICE: Please carefully read and review this End User License Agreement (this "Agreement"). This Agreement is a legal agreement between Akamai Technologies, Inc. ("Akamai" "We," "Us," or "Our") and you (either an individual or an entity). This Agreement specifies the terms under which you are allowed to use our "Akamai NetSession Interface" software application and our related services (referred to collectively as the "Akamai NetSession Interface" or the "Software") to retrieve digital information of all types that is posted on the Internet by publishers working with Akamai. For questions or feedback on Akamai's Bill of Rights, please complete our feedback form.

1. **Agreement to EULA.** By installing or using the Software, you are consenting to be bound by this agreement. Use of the Software is also governed by the Akamai Privacy Policy, which is incorporated into this Agreement by this reference. If you do not agree to be bound by this Agreement you may not install or use the Software. You can remove this software through a standard uninstall process detailed at www.akamai.com/client.
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 - a) The Software is copyrighted and protected by law and international treaty. You may install and use this Software on a single computer for your internal use only, unless specifically licensed to do otherwise by Akamai.
 - b) All rights not expressly granted by us in this Agreement are reserved. Without limiting the generality of the previous sentence, you may not (i) copy the Software (or any part of the Software), (ii) modify the Software or separate out any of its components for use with other software, (iii) transfer the Software to another person (except that you may transfer the software in connection with a transfer of the computer on which it is installed), (iv) decompile, disassemble, or otherwise reverse engineer or attempt to discover any underlying proprietary information of the Software, or (v) use the Software in any way that violates any applicable federal, state, local, or international law or regulation.
 - c) You further acknowledge that "the Akamai NetSession Interface" and "Akamai" are our trademarks and that this license does not grant you any right whatsoever in these trademarks. For example, you have no

right to use, copy, modify, or publicly display these trademarks, and you may not remove, alter, or delete such trademarks as are affixed by us to reports, documents, templates, screen shots, etc. generated through use of the Software. Finally, you may not assist or allow anyone to do anything that this Agreement prohibits you from doing.

- d) You understand that the Software is licensed to you and not sold. We retain title to all copies of the Software and all intellectual property rights contained within or embodied by the Software.

3. Upgrades

You acknowledge that from time to time we may issue upgraded versions of the Software and may automatically download and electronically upgrade the version of the Software running on your computer. This is done to maintain the security of the software, upgrade the protocol and upgrade Software features. You consent to such automatic upgrading, and agree that the terms and conditions of this Agreement will apply to all such upgraded versions. Any upgraded version of the Software will be subject to this Agreement.

4. Operation of the Akamai NetSession Interface and Your Information

- a) You agree that the Software may send and receive commands and data related to participating publishers' digital information ("Published Content") to and from the Akamai network and other Akamai NetSession Interfaces to facilitate the downloading of Published Content.
- b) Akamai may retain information regarding the transmission of Published Content similar to a normal web server. Such information may include IP Address, URL of the content retrieved, data and time, and file size. None of this information, however, is associated with any personally identifiable information.
- c) As a condition to your downloading and using the Software and services, you agree not to (i) use the Software or our services, or attempt to penetrate, modify or manipulate the Software or our services or any of the hardware or software thereof, in order to invade the privacy of, obtain the identity of, or obtain any personal information or Internet protocol addresses of, any end-user that has installed the Software, or to modify, erase or damage any information contained on the computer of any end-user connected to Akamai or otherwise, and (ii) use any device, software or routine, or take any action whatsoever, to interfere or attempt to interfere with the proper working of the Software or our services.

5. Akamai does not review or have any control over Published Content

If you choose to download and use any Published Content, then your rights with respect to such Published Content shall be a matter between you and the third party publisher of such Published Content and may be affected by such third party content provider's license agreement, terms of use, or other applicable policies and guidelines or by applicable law. Akamai disclaims any and all liability arising from, or in connection with, your download or use of any Published Content, including but not limited to any and all responsibility for (i) the functionality, performance, truthfulness, accuracy, or completeness of any Published Content, (ii) for any claims that such Published Content infringes any copyright or other intellectual property right, misappropriates or violates any right of privacy or publicity, defames any person or business, or is obscene or otherwise offensive or inappropriate, and (iii) information that is gathered from you, if at all, by third party content providers before, during, or after your request to such content providers to download Published Content.

6. Updates to the Terms of Use.

You acknowledge that from time to time we may modify the terms governing your use of the Software. Notice of such updates will be provided by posting the effective date on the Software Terms of Use appearing on Akamai's Website. You consent to and agree to be bound by the current Terms of Use if you continue to use the Software after the effective date of such Terms of Use.

7. Disclaimers.

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8. Limitation of Liability.

- a) You expressly acknowledge and agree that in no event shall Akamai, its officers, directors, shareholders, affiliates or licensors be liable for any special, punitive, incidental, consequential or exemplary damages, including but not limited to damages for loss of use, computer failure or malfunction, loss of goodwill, lost profits, loss of data or information, unauthorized access to and/or loss of your personally identifiable information, or any and all other commercial damages and losses, arising out of or in connection with the Software or its use or this Agreement, even if Akamai, its officers, directors, shareholders, affiliates or licensors have been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
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- c) You acknowledge and agree that the provisions under this Agreement that limit liability, disclaim warranties, or exclude consequential damages or other damages or remedies are essential terms of this Agreement that are fundamental to the parties' understanding regarding allocation of risk, and all of these provisions are also made on behalf of third parties that are authorized by Akamai to distribute the Software and shall inure to their benefit. Accordingly, such provisions shall be severable and independent of any other provisions and shall be enforced as such, regardless of any breach or other occurrence hereunder. Without limiting the generality of the foregoing, you agree that all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies shall remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause any exclusive remedy under this Agreement to fail of its essential purpose.

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We may terminate this Agreement at any time and without prior notice if you violate it. You must destroy all copies of the Software in your possession or control promptly upon termination. Our termination will not limit any of our other rights or remedies under this Agreement or at law or in equity. Any provision of this Agreement that by its sense and context is intended to survive termination of this Agreement will survive termination.

11. Governing Law.

This Agreement and any and all claims relating to the Software shall be governed by the laws of the State of California, U.S.A. without regard to or application of choice of law rules or principles.

12. Export.

You acknowledge that the Software is subject to United States export control laws, including but not limited to the export administration regulations. You will not export, re-export or divert the Software in contravention of those laws.

13. Electronic Contracts and Records.

For all purposes under the Agreement and all other purposes under applicable law, an electronic communication of any kind shall be deemed (i) a "writing" and "written"; (ii) "signed"; and (iii) when printed from electronic files or records established and maintained in the normal course of business, an "original business record." You expressly waive any right to object to the validity or enforceability of this Agreement or any other electronic communication on the ground that a "statute of frauds" or any other law requires that agreements be in writing or signed by the bound party. Electronic communications, if introduced as evidence in any proceedings, shall be admissible as between the parties to the same extent and under the same conditions as business records originated and maintained in paper form.

14. Severability and Waiver.

If any provision of this Agreement is illegal or unenforceable under applicable law, the remaining provisions of this Agreement will remain valid and fully enforceable. No delay or failure to take action under these terms and conditions will constitute a waiver by Akamai unless expressly waived in writing by a duly authorized officer of Akamai.

15. Modification.

You may not amend terms or conditions of this Agreement without the prior written consent of an authorized officer at Akamai. We may prospectively amend this Agreement at any time pursuant to Section 6.

Akamai NetSession Interface SDK License Agreement

This is a License Agreement (the "Agreement") for certain code (the "Software") owned by Akamai Technologies, Inc. ("Akamai") that is useful in connection with Akamai's service offerings.

Please read this Agreement. By using the Software, or any modified version of the Software customized by Akamai or you, you agree to these terms. If you do not agree to the terms of this Agreement, the Software cannot be integrated with your environment or otherwise used for any purpose.

The Software consists of code for the Akamai NetSession Interface that performs a number of advanced networking functions, the most significant of which is downloading files from HTTP web servers and other NetSession enabled computers. This code is provided to you in source code format. Akamai either owns or has the right to provide you the Software, portions of which may be copyrighted.

Limited License. You have a non-exclusive, personal and non-transferable right and license to use the Software. The Software shall only be used in connection with your authorized use of Akamai's services, and for no other purpose. Akamai shall have the right to modify the Software at any time within its discretion.

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decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, sublicense, or create unauthorized derivative works from, the Software or transmit the Software over a network. For purposes of clarity, an authorized derivative work is one you create based on the Software for your internal use only in conjunction with the Akamai services. You may not use or otherwise export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, none of the Software may be used or otherwise exported or re-exported (a) into (or to a national or resident of) a United States embargoed country or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any country or on any such list.

No Warranty On Software. You and your end users use the Software and any derivative works you may create based on the Software at your own risk. Akamai provides the Software to you "AS IS" and without warranty and you hereby indemnify Akamai for your use of the Software to create derivative works. You are not entitled to any hard copy documentation, maintenance, support or updates for the Software.

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Akamai NetSession C-API Support Policy.

Full Support is provided for the most recent two API versions regardless of age. Any non-current API versions older than 2 years from date of initial release are considered unsupported.

Each API version is labeled with at least three, potentially four numbers. Major, Minor, Update and Bug fix numbers. Only the first three components are considered when defining a version.

For unsupported releases Akamai will take commercially reasonable efforts to keep version working, but they will not be patched or debugged.

In the event of a critical error or security issue Akamai may require customers to upgrade or patch a currently supported API version in order to keep their systems working properly. We will always work with customers to assist in upgrade process but it will be the responsibility for customers to have complaint software and customer accept responsibility for running unsupported versions.