

GENERAL SERVICES ADMINISTRATION Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title: 70 -- General Purpose Commercial Information Technology (IT) Equipment, Software and Services

Special Item No. 132-40 Cloud Computing Services
Special Item No. 132-51 Information Technology Professional Services
Special Item No. 132-52 Electronic Commerce and Subscription Services

SPECIAL ITEM NUMBER (SIN) 132-40 – CLOUD COMPUTING SERVICES

FSC/PSC Code D305 IT and Telecom- Teleprocessing, Timeshare, and Cloud Computing

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

FSC/PSC Code D301 IT and Telecom - Facility Operation and Maintenance: Facility Management
FSC/PSC Code D302 IT and Telecom – Systems Development: Systems Development Services
FSC/PSC Code D306 IT and Telecom – Systems Analysis: Systems Analysis Services
FSC/PSC Code D307 IT and Telecom – IT Strategy and Architecture: Automated Information Systems Services
FSC/PSC Code D308 IT and Telecom – Programming: Programming Services
FSC/PSC Code D310 IT and Telecom - Cyber Security and Data Backup: Backup and Security Services
FSC/PSC Code D311 IT and Telecom - Data Conversion: Data Conversion Services
FSC/PSC Code D313 IT and Telecom - Computer Aided Design/Computer Aided Manufacturing (CAD/CAM): Computer Aided Design Services, Computer Aided Manufacturing Services
FSC/PSC Code D316 IT and Telecom – Telecommunications Network Management: IT Network Management Services

FSC/PSC Code D317 IT and Telecom – Web-Based Subscription: Creation/Retrieval of IT Related Data Services, Creation/Retrieval of Other Information Services, Creation/Retrieval of IT Related Automated News Services

FSC/PSC Code D399 IT and Telecom - Other IT and Telecommunications: Other IT and Telecommunications Services, Not Elsewhere Classified

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

FSC/PSC Code D304 IT and Telecom – Telecommunications and Transmission: Internet Access Services

FSC/PSC Code D399 IT and Telecom – Other IT and Telecommunications: Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

Contact Information:

AT&T Corp.
3033 Chain Bridge Road Oakton, VA 22124
Carol Brown (571)354-4096
<http://www.att.com/gov>
Contract Number: 47QTCA18D00JG
Contract Period: 8/28/2018-8/27/2023
General Services Administration
Federal Supply Service

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Business Size: Large Business

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.

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1 Customer Information

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

| SIN | Description | Awarded Price |
|--------|--|---------------------------------|
| 132-40 | Cloud Computing Services – SUBJECT TO COOPERATIVE PURCHASING | See pricing starting on page 61 |
| 132-51 | Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING | See pricing starting on page 61 |
| 132-52 | Electronic Commerce and Subscription Services | See pricing starting on page 61 |

**Cooperative Purchasing and Disaster Recovery are available.

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: (Government net price based on a unit of one) See pricing starting on page 61

1c. HOURLY RATES and COMMERCIAL JOB TITLES (Services only): See pricing starting on page 61

2. MAXIMUM ORDER*:

| SIN | MAXIMUM ORDER |
|--------|---------------------|
| 132-40 | \$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 Contactor 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

| TERMS for SIN | TERMS FOR GSA |
|---|---|
| Scope: 132-51 AT&T Professional Services | X- 50 States, DC |
| Scope: 132-40 IBM Bluemix | U - 50 States, DC, U.S. territories |
| Scope: 132-52 Netbond | U- 50 States, DC, U.S. territories |
| Scope: 132-52 AT&T Dedicated Internet (ADI) | V - 48 States, DC (also covers Hawaii, Puerto Rico and the US Virgin Islands) |
| Scope: 132-52 AT&T Virtual Private Network Service (AVPN) | T1 Access: P - 50 states, DC, Puerto Rico (also covers US Virgin Islands) AVPN ports: P - 50 states, DC, Puerto Rico (also covers US Virgin Islands) |
| Scope: 132-52 RPOST | U - 50 States, DC, U.S. territories : P - 50 states, DC, Puerto Rico (also covers US Virgin Islands) |

5. POINT(S) OF PRODUCTION: Not Applicable

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

7. QUANTITY DISCOUNT(S): Not Applicable

8. PROMPT PAYMENT TERMS: 0% Net 30 Days

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government Purchase Cards are accepted at or below the micro-purchase threshold.

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

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY:

| SIN | Product | Delivery |
|--------|---|------------------------------------|
| 132-40 | IBM Bluemix® | Note 1 |
| 132-51 | Information Technology Professional Services | 30 Days |
| | AT&T Dedicated Internet formerly known as Managed Internet Service | Note 2 |
| 132-52 | Managed (R)egistered e-Mail | 30 Days |
| | AT&T Virtual Private Network | Negotiated at the Task Order level |
| | AT&T NetBond | Note 3 |

Note 1: Service Activation for IBM Bluemix Service occurs upon notice by IBM to Customer that the account is available for use by Customer.

Note 2: AT&T will have AT&T Dedicated Internet (ADI) services, 45 days after AT&T purchase and sales order approval, or as negotiated between the Ordering Office and the Contractor.

Note 3: Service Activation for AT&T NetBond® Service occurs upon notice by AT&T to Customer that the Virtual Network Connection (VNC) is available for use by Customer.

11b. EXPEDITED DELIVERY: Items available for expedited delivery are noted in this price list.

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

11d. URGENT REQUIREMENTS: Agencies can contact the AT&T's representative to affect a faster delivery. Customers are encouraged to contact AT&T for the purpose of requesting accelerated delivery.

12. F.O.B. POINT: Destination

13a. ORDERING ADDRESS (ES):

SIN 132-40 (Cloud Computing Services)

- IBM Bluemix®

| 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 | Carol Brown (571)354-4096 cb5124@att.com |

SIN 132-51 (Information Technology 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 | Carol Brown (571)354-4096 cb5124@att.com |

SIN 132-52(Electronic Commerce and Subscription Services)

- AT&T Dedicated Internet (ADI)
- AT&T Managed (R)egistered e-Mail™
- AT&T Virtual Private Network (AVPN)
- AT&T NetBond

| 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 | Carol Brown (571)354-4096 cb5124@att.com |

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

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):

SIN 132-51 – Section 508 is Not Applicable

SIN 132-40 IBM Bluemix® offered by AT&T see http://www-03.ibm.com/able/product_accessibility/

SIN 132-52 - ADI, AVPN - Business Center Customer Interface is Section 508 Compliant

SIN 132-52 AT&T NetBond® for Cloud – AT&T Cloud Storage Portal is Section 508 Compliant

Voluntary Product Accessibility Templates (VPATs) can be found at

<https://www.corp.att.com/gov/vpats/>

EIT Standards 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.

2 Information Technology Service Descriptions

2.1 SIN 132-40 – Cloud Computing Services – Service Descriptions

2.1.1 IBM Bluemix® Infrastructure, offered by AT&T Service Description

AT&T offers cloud-based Infrastructure as a Service (IaaS) using IBM Bluemix® Infrastructure. IBM Bluemix® Infrastructure (formerly SoftLayer Federal Cloud) provides a FedRAMP Moderate, FISMA Moderate Government Community cloud service consistent with NIST SP 800-145 – “The NIST Definition of Cloud Computing”, where users leverage a self-service, elastic, on-demand pool of resources (servers, vCPU, RAM, storage, and networks) without the need for vendor intervention. IBM Bluemix® cloud services are delivered using a pay-per-use expense model eliminating the need for change orders as customer needs change.

Importantly, IBM Bluemix® Infrastructure also offers a bare metal capability to supplement your virtual resources for those applications that perform significantly better using dedicated servers and storage. IBM Bluemix® Infrastructure services can be accessed via an on-line portal or through a robust set of Application Programming Interfaces (APIs). The APIs can be used to automate routine tasks such as provisioning, scale up, scale down, decommissioning services or IT Operations tasks such as promoting code from one enclave into another for development to testing to production promotion.

IBM Bluemix® Infrastructure supports both public (Internet) and private network connectivity to provide reliable bandwidth between users, legacy data centers and the cloud. For private connectivity, AT&T NetBond® allows MPLS customers to establish highly secure cloud connectivity that avoids the Internet. NetBond® uses software defined networking that allows the customer to connect to their Cloud Service Provider (CSP) in hours as opposed to weeks or months.

As expected with virtual cloud servers (but rarely with bare metal), all of IBM Bluemix® Infrastructure capabilities are available on demand and billed on monthly or hourly terms with no long-term commitments and complete infrastructure control. For IBM Bluemix® Infrastructure, choices for operating systems and server add-ons that are installed at server deployment time can be found at the Virtual Server instance configurator <https://www.softlayer.com/Store/orderComputingInstance/>.

2.1.1.1 Definitions and Interpretation

Definition: Infrastructure as a Service (IaaS) cloud services are compute and storage resources that are available in an on-demand fashion and meets the NIST SP 800-145 – “The NIST Definition of Cloud Computing” Section 2 definition of Infrastructure as a Service.

2.1.1.2 IBM Bluemix® Infrastructure IaaS Features

IBM Bluemix® Infrastructure IaaS Features include:

- On-demand, user configurable, government community cloud compute and storage resources.
- Ability to configure public Virtual Server Instances (VSIs) (Internet connected), private VSIs (private network connected), and bare metal server instances
- Wide variety of operating systems
- Block level, file, and object storage
- Ability to load various databases

- Backup services
- Dedicated firewalls
- Dedicated Vyatta Network Gateway devices. Some of the features include:
 - Firewall a VLAN
 - Remove firewall protection from a VLAN
 - Use NAT on a VLAN
 - Configure IPsec tunnels and routing between them
 - Shape traffic on a VLAN
- Unified management with a granular API that enables more control, increased productivity, and better security
- A Triple Layer Network that provides three distinct physical networks connected to each server; public, private, management (management reserved to IBM Bluemix® and prevents IBM Bluemix® administrative traffic from interfering with customer traffic). The public network can be turned off by the customer to reduce public vulnerabilities
- Free network bandwidth on the private network and between IBM Bluemix® Infrastructure Federal data centers
- Dedicated infrastructure starting at the rack level, up through physical servers, and top of rack switches completely dedicated to a single customer
- Intel's Trusted Execution Technology (TXT) that provides hardware based trusted boot technology used to confirm each layer from the hardware chip up through firmware, BIOS, OS, Hypervisor. Applications will only run on pools of trusted computing stacks
- Transparency and control by design, ensuring the customer is fully aware of exactly where their physical or virtual servers are running and where their data is stored. Customer can manage their cloud environment from bare metal up through VMs leveraging VMware Cloud Foundation.
- An open standards cloud, not locking the customer into a proprietary technology stack specific to one vendor/provider. This gives the customer the ability to switch contracts, integrators, or providers at any future time as they see fit – whether to gain new technology or for cost advantages
- Hybrid cloud by design, allowing the customer to bridge between long-standing and working IT on-premises investments that are already using VMware with the innovation available in the cloud. The customer does not need to spend scarce funding on re-writing existing applications for a native cloud application stack. Instead, they can either “lift and shift” to bare metal in the IBM Bluemix® Infrastructure cloud and/or extend on-premises systems to IBM Bluemix® and reap the benefits of cloud innovation in a hybrid model. This capability can benefit existing VMware customers by offering a less-risky VMware cloud alternative rather than re-engineering and the capability to migrate existing, critical customer VMware based applications to the new cloud environment with “vMotion”.
- Pay-as-you-go billing with no long term commitment
- Geographically dispersed IBM Bluemix® Infrastructure nodes in Dallas, TX and Ashburn, VA. These nodes are about 1,100 miles apart and are located on two distinct electrical power grids. In conjunction with the free data transfer between nodes, this makes an excellent option for Disaster Recovery and Continuity of Operations

2.2 SIN 132-51 - Information Technology Professional Services – 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
- 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 (4) 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 applicable professional certifications, 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. Applicable military experience may be substituted for professional certifications.

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 and have applicable professional certifications, 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. Applicable military experience may be substituted for professional experience.

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 and have applicable professional certifications, 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. Applicable military experience may be substituted for professional certifications.

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 team's 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.

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.

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.

0033: Customer Service Representative***Job Qualifications/Educational Requirements***

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, applicable customer service training. At least two years of customer service experience required.

0034: Video Teleconferencing Communications Technician***Job Qualifications/Educational Requirements***

The video teleconferencing communications technician will be a high school graduate and have applicable professional certifications, 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. Applicable military experience may be substituted for professional certifications.

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 another 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.

2.3 SIN 132-52 - Electronic Commerce and Subscription Services – Service Descriptions

2.3.1 AT&T Dedicated Internet (ADI) (formerly known as Managed Internet Service) Service Description

AT&T Dedicated Internet (ADI) is an Internet access service that combines a symmetrical, dedicated connection with consolidated application management. ADI includes proactive, 24x7 network monitoring, enhanced network security features, and maintenance of the communications link between service locations and the AT&T network.

ADI provides reliable access to online information and lets you communicate with Internet users worldwide. Two service types are available. ADI with Managed Router provides end-to-end managed Internet access; AT&T configures, installs, and manages an on-site router and diagnostic modem. ADI with Customer-Managed Router provides managed Internet access, and you provide and manage your own on-site equipment.

AT&T is a Tier 1 Internet service provider with a high-performing 100G IP network. Our IP backbone uses IP over Dense Wavelength Division Multiplexing (DWDM) facilities in a ring configuration. This architecture provides full redundancy and delivers the reliability, quality, and performance you need. And, should network trouble occur, we attempt to swiftly detect, diagnose, and resolve problems via state-of-the-art technology.

To help you manage your AT&T account and your contracted services, the AT&T BusinessDirect® portal provides a suite of online tools that you can use 24x7. BusinessDirect tools give you access to billing, maintenance, network management, and performance reporting information and functions.

You can use either Ethernet or a private line as your transport service to establish ADI access. Once you've activated service, ADI uses that access circuit to connect your Local Area Network (LAN) to our Multiprotocol Label Switching (MPLS) IP backbone network, and your Internet traffic travels over this network. We manage network security and performance by proactively monitoring network components.

2.3.1.1 Service Components

ADI uses these components:

- **Router**—connects your Local Area Network (LAN) to the Internet. For ADI, you provide your own router. For ADI with Managed Router, we provide the router, and the LAN port on the router is the boundary (demarcation point) between ADI and your LAN.
- **Diagnostic modem**—provides remote access to the router for ADI with Managed Router service only. The diagnostic modem connects to a separate access facility, and we use it to quickly isolate and correct any problems on the router or the network access facility.
- **Network access facility**—connects your location to the nearest AT&T Point of Presence (POP). The network access facility is typically an Ethernet or private line service from a local service provider. We can order and coordinate installation of this facility, and we manage the facility as part of ADI.

2.3.1.2 Options

The following options are available with ADI:

- **Billing options**—let you choose from flat-rate, burstable, Hi Cap Flex, depending on your service type and options. Online bill inquiry is available with all billing options.
- **Network management and equipment provision options**—let you choose the level of service that best meets your needs. ADI gives you the flexibility to customize management of your network services. We can manage all aspects of your network monitoring and security features that you deploy, or you can manage certain components yourself. By choosing the fully managed service, you can significantly reduce your network management burden, or we'll work with you to determine an appropriate level of assistance.

In addition, ADI lets you choose the service components you want us to provide, including customer premises equipment (CPE) and CPE management, monitoring, and maintenance (available only with ADI with Managed Router service). AT&T-provided CPE includes a router and diagnostic modem for out-of-band testing. All AT&T-provided CPE is pre-configured. Advanced Replacement Next Business Day (ARNBD) support is optionally available.

- **Access connection and speed options**—give you choices for access method and speed. You can select private line, with speeds ranging from 1.544 Mbps to 100.0 Gbps. You can also choose Private Line or Ethernet access.
- **Local access combination option**—provides your local channel access and your ADI port as a bundled service component. With this option, we'll order, provision, and bill local channel access and the ADI port together.
- **Location options**—lets you choose where your equipment is located. If the site is a non-AT&T data center, you'll choose the Non-Traditional Space (NTS) option to house equipment in your own dedicated cage or in common space where multiple customers share racks. Available NTS port speeds and media include T3/T45 (copper), fast Ethernet (multi-mode fiber only), gigabit Ethernet (single-mode fiber only), and OC-48 (on an individual case basis and with single-mode fiber only). The NTS option is unavailable with I-ADI.

If you want a physical presence in an AT&T central office (CO) and a direct connection to the AT&T IP backbone, you'll choose the Network Collocation Service (NCS) option. We provide a pre-installed rack and power supply in our secure CO building. You provide and maintain the router, cabling, and other required equipment.

- **Class of service (CoS) option**—prioritizes your data traffic over your network access link. The four classes of service are real time, high-grade data, medium-grade data, and low-grade data. You choose from 25 service profiles with predetermined bandwidth allocations to ensure that your data traffic flows during congested periods. If any service isn't using its allocated bandwidth, other services can share it. CoS is unavailable with I-ADI, Access Redundancy or VoIP options.

2.3.1.3 Service Types

Dedicated Internet Access (DIA) with Customer-Provided Router

Under Dedicated Internet Access (DIA) with Customer-Provided Router, Customer must (a) provide all CPE necessary to access DIA, (b) configure, install, manage, monitor, and maintain all such equipment, and (c) manage certain elements of its Internet access. Customer-provided equipment must conform to the specifications outlined in the AT&T DIA "Customer-Provided Router CPE Specifications and Policy" (available from AT&T upon request).

DIA with Managed Router

Under DIA with Managed Router, AT&T provides, configures, monitors, manages and maintains the CPE necessary to use DIA, which generally consists of a router and a diagnostic modem. Customer is required to maintain a dedicated POTS line that will be used only with the diagnostic modem for out-of-band testing.

2.3.1.4 AT&T CPE Monitoring, Maintenance, and Management

AT&T has full management and operational control (including passwords) of the AT&T CPE. AT&T coordinates required software updates and configuration changes to AT&T CPE.

AT&T technicians will work remotely with Customer to diagnose failures and determine if AT&T CPE should be replaced or repaired.

2.3.1.5 DIA with Managed Router (Remote/Telephone Support Only)

Standard Support

For DIA Sites located in the US, AT&T provides Advanced Replacement Next Business Day equipment delivery, as needed, for malfunctioning AT&T CPE. This is in addition to remote/telephone support. Customer is responsible for installing the delivered replacement AT&T CPE with telephone assistance from AT&T, if required.

2.3.1.6 DIA with Managed Router (On-Site Support)

Optional Support, Additional Cost

Alternatively, Customers may, if available at a specific location, choose to purchase a 4 hr maintenance response. The service will include necessary replacement CPE (as determined by AT&T) as well as assistance from the AT&T technician who will arrive on Customer's site to facilitate the CPE replacement. AT&T reserves the right, at any time and at its sole discretion, to substitute AT&T CPE (or any of its parts) with another functionally equivalent piece of hardware.

2.3.1.7 Implementation support

For DIA Sites located in the US, DIA with Managed Router includes on-line access to the DIA Implementation Planner, which provides detailed information about the installation and use of DIA. AT&T will help Customer prepare for installation and use of DIA by providing Customer Site configuration information to Customer and by registering Customer's network numbers, domain names and routing information. AT&T will coordinate access line connection or ordering and installation and DIA testing.

2.3.1.8 Packet Filtering

DIA with Managed Router and DIA with Managed Router Option 2 for DIA Sites located in the US includes implementation and ongoing management of packet filtering tables in the AT&T CPE router based on a customized filtering plan jointly defined by AT&T and Customer. AT&T also makes requested changes to the filtering plan, provided that Customer may only request one change per week and such changes may only be requested and made during normal business hours.

Customer shall pay the applicable Non-Returned/Damaged CPE Charge set forth in the Non-Returned/Damaged CPE Charge Table.

2.3.1.9 DIA Billing Options

Flat Rate Billing

Customer contracts for a stated bandwidth and pays a fixed monthly fee.

Burstable Billing

Burstable Billing is available only with Access Channel (DS-1 or higher speed for DIA Sites located in the US) or ATM (DS-3 with a single PVC for DIA Sites located in the US) access methods and for DIA Sites located outside the US with Port speeds at 2 Mbps. The monthly Port charge is based on monthly sustained usage, subject to a minimum monthly charge based on the rate for the lowest port speed tier available to Customer.

Hi Cap Flex Billing

DIA Hi Cap Flex Billing is available with DIA Port speeds of 45 Mbps or higher for DIA Sites located in the US and Port speeds of 34/45 and 155 Mbps for DIA Sites located outside the US.

2.3.1.10 Service Level Agreements

SLA-1. General DIA SLA Terms

Credit Request Process

AT&T has established performance objectives for DIA Service (including, without limitation, the MPLS PNT feature). While AT&T cannot guarantee that these performance objectives always will be met, AT&T will provide credits to Customer when they are not met.

SLAs relating to network performance apply only to traffic traveling within the AT&T Network.

In order to receive a credit for a DIA SLA for a Customer Site located outside the United States, Customer must submit the credit request via the AT&T Business Direct portal by the end of the month following the month in which the provisioning was completed or the trouble was cleared.

In order to receive a credit for an DIA SLA for a Customer Site located within the United States, Customer must submit the credit request by e-mail to the AT&T SLA Administration Center at dispresolution@rdsml.ims.att.com by the end of the month following the month in which AT&T completed the provisioning or the trouble was cleared.

Customer may not receive credits for more than one of the Latency SLA, Data Delivery SLA and the Site Availability/Time to Restore SLA if AT&T's failure to meet the SLAs is attributable to the same occurrence at the affected DIA Port(s).

Customer may receive

- only one credit for any calendar day for a particular DIA Port for the DIA Site

Availability/Time to Restore SLA:

- only one credit in any calendar month for each of the Network Latency SLA, the Network Data Delivery SLA, and the Network Jitter SLA;
- credits for any Customer Site in a given month totaling no more than the total Covered DIA Monthly Charges for the Customer Site for that month.

Definitions

"Covered DIA Monthly Charges" means:

- the monthly charges for the affected Customer Port and
- the monthly charges for Optional Features associated with the affected Customer Port.

"Regions" for purposes of the DIA SLAs means the countries listed in the DIA SLA Region and Country Table

| DIA SLA Region and Country Table | |
|----------------------------------|-------------------------------|
| Region | Countries* |
| United States (US) | US Mainland, AK, HI, PR, USVI |

SLA Exclusions

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

- the conduct of Customer or Users of DIA Service
- the failure or deficient performance of power, equipment, services or systems not provided by AT&T
- delay caused or requested by Customer
- service interruptions, deficiencies, degradations or delays due to access lines or CPE when provided by third parties (except as specifically provided in a particular SLA)
- for sites with DIA Managed Router, service interruptions, deficiencies, degradations or delays that cannot be diagnosed due to a missing or unavailable dedicated POTS line to the modem for out-of-band access
- service interruptions, deficiencies, degradations or delays during any period in which AT&T or its agents are not afforded access to the premises where access lines associated with DIA Service are terminated or AT&T CPE is located
- service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order
- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component
- Force Majeure Conditions
- service interruptions or delays in investigating and/or fixing a trouble affecting a non-US Service Component due to the hours of operation of the local access provider in the country for which Customer is reporting a trouble.
- service interruptions, deficiencies, degradations or delays during routine network maintenance. In the US, routine maintenance is scheduled between 12 am and 6 am - local time - Monday through Friday. For PNT only, routine maintenance is also scheduled on Saturday and Sunday between 12 am and 6 am – local time. Outside the US, all routine maintenance is scheduled Thursday through Sunday. The start and end times will vary by region. Customers are provided notification of the maintenance event 2 weeks in advance.

In addition, DIA SLAs do not apply (a) if Customer is entitled to other available credits, compensation or remedies under Customer's Service Agreement for the same service interruption, deficiency, degradation or delay, (b) for service interruptions, deficiencies, degradations or delays not reported by Customer to AT&T, (c) where Customer reports an SLA failure, but AT&T does not find any SLA failure, and (d) to DIA

Sites that are not directly connected to the AT&T Network, such as DIA Sites connected in a cascaded fashion to a directly connected DIA Site.

Use of Alternative Service

If Customer elects to use another means of communications during the period of interruption, Customer must pay the charges for the alternative service used.

SLA-2. DIA On-Time Provisioning SLA

The performance objective for the DIA On-Time Provisioning SLA for DIA Sites located within the US is for AT&T to complete installation of a Covered Access Arrangement at a Customer Site by the Due Date. The performance objective for the DIA On-Time Provisioning SLA for DIA Sites located outside the US is to complete installation of an DIA Service Component (as well as AT&T-provided access lines connected to such Service Component) by the applicable scheduled service activation date.

If AT&T does not meet this performance objective for a Covered Access Arrangement, Customer will be entitled to an DIA On-Time Provisioning SLA credit equal to one month's discounted monthly recurring charge for the DIA Service Component(s) that is not installed on time, after the installation is completed.

The DIA On-Time Provisioning SLA does not apply for DIA with Managed Router installations if the dedicated POTS line is not provided by the Customer,

The DIA On-Time Provisioning SLA does not apply to Service Components that are ordered on an expedited basis. AT&T provides the scheduled service activation date to Customer after a Service Component is ordered. The scheduled service activation date for a Service Component may change if Customer requests any change to a Service Component after ordering.

Covered Access Arrangements and Due Dates

The DIA On-Time Provisioning SLA applies to DIA Sites located in the US Mainland with respect to Covered Access Arrangements, as defined in the following table, and based on the availability dates provided by the local access provider, which may change at any time and without notice to Customer, in which case the SLA start date will be automatically reset to the latest date provided to AT&T by the local access provider. The On-Time Provisioning SLA does not apply with respect to any access arrangement ordered for, and/or associated with, any type of Customer collocation arrangement on AT&T's premises.

| Covered Access Arrangement | Due Date |
|--|--|
| Access of any speed that is provisioned as part of a T1 Access Channel, including multiple T1 configurations | 30 calendar days after the date when AT&T issued CCD to Customer |
| Access of any speed which is provisioned as part of a T3 Access Channel | 42 calendar days after the date when AT&T issued CCD to Customer |
| Access of any speed which is provisioned as part of an OC-3 | 63 calendar days after the date when AT&T issued CCD to Customer |

SLA-4. DIA Site Availability / Time to Restore SLA

The performance objective for the DIA Site Availability/Time to Restore SLA is for the DIA Site Availability to be 100%. If AT&T does not meet this performance objective in any given calendar month, Customer will be eligible for an DIA Site Availability/Time to Restore SLA credit for each Outage equal to the product of Customer's total discounted Covered DIA Monthly Charges for the affected DIA Ports by a percentage based on the duration of (Time to Restore) the Outage.

"Outage" means an occurrence within the AT&T Network and/or the AT&T-provided dedicated access (and in the case of DIA with Managed Router, the AT&T CPE) that is unrelated to the normal functioning of DIA and that results in the inability of Customer to transmit IP packets for more than one minute. Measurement of Time to Restore begins when a trouble ticket is opened by AT&T Customer Care and Customer releases the affected Service Component(s) to AT&T and ends when AT&T Customer Care makes its first attempt to notify Customer that the problem has been resolved and the Service Component(s) are restored and available for Customer to use. Time to Restore excludes Outage time that is outside of the standard operating hours of the local access provider used by AT&T for the affected DIA Port and any delay caused by Customer.

The DIA Site Availability/Time to Restore SLA does not apply for DIA with Managed Router installations if the dedicated POTS line is not provided by the Customer and if it is determined the outage is related to the Managed Router.

SLA-5. DIA Latency SLA

The performance objectives for the DIA Latency SLA are for the DIA Latencies within and between Regions to be no greater than the latencies set forth in the DIA Latency Performance Objectives Table.

If AT&T does not meet a performance objective in a given calendar month, Customer will be eligible for a DIA Latency SLA credit equal to 1/30th of Customer's total discounted DIA Monthly Charges for all DIA Ports in the affected Region(s) for that month.

"DIA Latency" is a monthly measure of the AT&T network-wide delay within the Region or between Regions, which is the average interval of time it takes during the applicable calendar month for test packets of data to travel between all selected pairs of AT&T Network Backbone Nodes in the Region(s). Specifically, the time it takes test packets to travel from one AT&T Network Backbone Node in a pair to another and back is measured for all selected pairs of AT&T Network Backbone Nodes in the Region(s) over the month. Latency for the month is the average of all of these measurements.

"AT&T Network Backbone Nodes" are the core routing nodes in the AT&T Network.

| DIA Latency Performance Objectives Table | |
|--|-----------------------|
| Within Region | Performance Objective |
| United States (US) | 37 ms |
| US to Caribbean and Latin America | 110 ms |
| US to Canada | 25 ms |

SLA-6. DIA Data Delivery SLA

The performance objectives for the DIA Data Delivery SLA are for the DIA Data Delivery percentages within and between Regions to be no less than those set forth in the DIA Data Delivery Performance Objectives Table. If AT&T does not meet this performance objective in a given calendar month, Customer will be eligible for a DIA Data Delivery SLA credit equal to

1/30th of Customer's total discounted Covered DIA Monthly Charges for all DIA Ports in the affected Region(s) for that month.

The "DIA Data Delivery Percentage" for a Region or between Regions is the average Data Delivery percentage for that month for all selected pairs of AT&T IP Backbone Nodes in the Region(s) 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 Backbone Node for delivery to an egress router at the other specific AT&T Network Backbone Node in the selected pair.

"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 Backbone Node.

| DIA Data Delivery Performance Objectives Table | |
|--|-----------------------|
| Within Region | Performance Objective |
| United States (US) | 99.95% |
| US to Caribbean and Latin America | 99.90% |
| US to Canada | 99.90% |

SLA-7. DIA Jitter SLA

The performance objective for the DIA Jitter SLA is for DIA Jitter in a given month to be no more than the jitter set forth in the DIA Jitter Performance Objectives Table.

If AT&T does not meet this performance objective, Customer will be eligible for a DIA Jitter SLA credit equal to 1/30th of Customer's total discounted Covered DIA Monthly Charges for all DIA Ports in the affected Region(s) for that month.

"DIA Jitter" is a monthly measure of the AT&T Network-wide IP packet delay variation within or between the applicable Region(s), 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 selected pairs of AT&T Network Backbone Nodes in the Region(s). Specifically, the difference in time it takes a selected pair of test packets in a data stream to travel from one AT&T Network Backbone Node in a pair to another is measured for all selected pairs of AT&T Network Backbone Nodes in the Region(s) 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 Backbone Node in the pair to another. DIA Jitter within or between Regions for the month is the average of all of these measurements in the Region(s).

| DIA Jitter Performance Objectives Table | |
|---|-----------------------|
| Within Region | Performance Objective |
| United States (US) | 1.0 ms |

| DIA Jitter Performance Objectives Table | |
|---|-----------------------|
| Within Region | Performance Objective |
| US to Caribbean and Latin America | 1.2 ms |
| US to Canada | 1.2 ms |

2.3.2 Managed Registered E-mail™ Service Description

Registered E-mail™ reduces business risk by increasing accountability for important electronic communications. Registered 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 Registered 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 Registered 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.

Registered 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. Registered 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.

2.3.3 AT&T Virtual Private Network (AVPN) Service Description

AT&T Virtual Private Network (AVPN) Service is a network-based Multiprotocol Label Switching (MPLS) service that uses Internet Protocol (IP) to deliver the attributes of a private network within the confines of a shared networking infrastructure. AT&T VPN allows you to build an application-aware VPN to link your locations and efficiently transport voice, data, and video over a single connection.

AT&T enables you to connect your network to your VPN service via Ethernet or IP, point-to-point protocol (PPP), low speed PPP (LSPPP), high speed PPP (HSPPP), multilink PPP (MLPPP), or Frame Relay Encapsulation (FR Encap) ports. Because you can choose your connectivity method, you can build the right VPN solution to meet the growing and changing needs of your employees, customers, and partners.

AT&T VPN offers you three network management options. With customer-managed you can manage and maintain your own routers. With the Managed Router option, we configure, install, manage, and maintain your VPN service and routers 24x7. With the Managed CSU-probe option, you can manage and maintain your own routers, but AT&T provides you 7x24 diagnostics of your network.

MPLS enables data transmission using standard IP routing protocols between locations via a short, pre-determined path across the network. We use an affiliate or a local service provider to connect your data equipment to the AT&T Global Network. This connectivity allows authorized users and applications to communicate on the same VPN.

AT&T VPN enables you to establish any-to-any connectivity through a single MPLS port to each of your locations. You can have fully meshed communications without ordering additional PVCs or worrying about Committed Data Rate (CDR) at each site.

AT&T VPN enables you to choose who manages your routers on a per-site basis and then combine all your sites, both customer-managed and AT&T-managed, on a single network. And you can change from a transport-only site to an AT&T-managed router site or to an AT&T-managed CSU-probe site, and vice versa, as your requirements change.

AT&T VPN uses BGP routing and MPLS label forwarding to separate traffic. AT&T VPN enforces strict traffic separation by assigning a unique virtual routing and forwarding table to each of your VPNs. The result is a fully protected VPN that provides data integrity and data privacy with reduced risk. This means that you can quickly ramp up new applications, and maximize performance via built-in security and control.

AT&T VPN supports IPv4, IPv4/IPv6 Dual Stack and IPv6 addressing. To enable a smooth transition from an IPv4 to an IPv6-enabled network, AT&T VPN supports an IPv4/IPv6 dual-stack port which allows both an IPv4 and IPv6 address to coexist on one port. Your traffic may transverse over either the IPv4 or IPv6 stack of the dual stack. IPv6 offers improved support for security, enhanced support for mobile devices, and auto-configuration and plug and play support.

AT&T VPN transports traffic across the MPLS-enabled AT&T Global Network. The network uses standard IP routing protocols to transport traffic between locations via the optimal path based on the latency between network endpoints. Using label switching technology, MPLS attaches a label to each packet as it enters the network. This label uniquely identifies that packet as belonging to a specific MPLS VPN. When the packet reaches its destination, MPLS removes the label and returns the packet to its original state. The process is virtually seamless to your users.

2.3.3.1 AT&T VPN Access Arrangements

To use Service at Customer Sites located in the US Mainland, Hawaii, Puerto Rico and the US Virgin Islands, Customer must obtain access between each Customer Site and an AT&T POP, using clear channel digital dedicated access facilities obtained by Customer from AT&T or from another provider, or using another access arrangement compatible with Service. At Customer Sites located outside the US, except at Sites ordered using International Long Line Extension, or Digital Satellite Extension, or Zero Mile Access, AT&T will provide the Non-US Access Channel connection between the Customer Site and the AT&T POP, pursuant to the AT&T Bandwidth Service Guide. In Canada, for sites without Managed Router Feature, Customer is responsible for providing the network termination unit (CSU/DSU). Outside the US, the access speed must equal the port speed for Frame Relay MPLS and ATM MPLS ports.

Each new MPLS Port at a Customer Site, wherever located, will require a new access line or access channel, and each replacement MPLS Port will require disconnection of the existing MPLS Port and access line or access channel and installation of a new access line or access channel. In both cases, any disconnect and installation/activation charges applicable to such access arrangements will apply.

2.3.3.2 Managed CPE Features

AT&T offers management of the following Equipment located on Customer premises (Customer Premises Equipment or CPE): Managed Router and Managed Channel Service Units (CSUs).

Managed Router

Under the Managed Router feature, AT&T provides, configures, monitors, manages and maintains the AT&T-provided Equipment located at the Customer Site. The Equipment may consist of a router and other Equipment, as applicable, e.g. an asynchronous modem used to diagnose and manage the router.

The management demarcation point is the LAN interface card on the router at the Customer Site.

Logical configurations or other router management commands employed by AT&T with Managed Router Equipment, whether AT&T or Customer-owned Equipment, are the sole and exclusive property of AT&T. Logical configurations and other router commands are confidential AT&T Information. Upon termination of Service or disconnection or termination of a Site, Customer shall have no right to use, or ownership interest in, the logical configurations or other router management commands present or loaded on Equipment. Upon termination of Service or disconnection or termination of a Site, Customer shall ensure that Equipment is returned or made available to AT&T to allow removal of all AT&T confidential Information, including logical configurations and router management commands.

The Managed Router feature may not be used with or may not be supported by all Service Components, capabilities, or features.

AT&T-Owned/AT&T-Managed Option

Under the AT&T-Owned/AT&T-Managed option, the Managed Router is owned by AT&T and made available to Customer for use as part of the Service.

Effective July 31, 2013, Inverse Multiplexing (IMA) configurations for the AT&T Managed Router feature are not supported for New Sites, Site Moves, or after replacement or repair of an AT&T Managed Router at an existing Site.

Customer is solely responsible for the loss or destruction of AT&T-owned CPE. If AT&T CPE is lost, destroyed or not returned to AT&T within thirty (30) days upon termination of Service, Customer shall pay a charge not to exceed the then current list price of the CPE.

Customer-Owned/AT&T-Managed Option

Under the Customer-owned/AT&T-Managed option, Customer purchases the Managed Router that is used as part of the Service. Effective March 1, 2015, this option is only available on an ICB basis.

Customer Responsibilities for the Customer-Owned/AT&T Managed Router Option: Customers electing the Customer-Owned/AT&T Managed Router Option are required to:

- Purchase a new Router. A refurbished or reused router is not supported for AT&T Managed Router Feature.
- Purchase (and cause to be delivered to AT&T) only routers listed on the AT&T supplied Equipment Order List (EOL), which will specify the router type. Only the router manufacturer(s) and type(s) listed on the EOL are supported under the Customer-Owned Router Option. Customer is responsible for and shall bear all shipping costs (and bears any risk during shipment) associated with supplying AT&T with a customer-owned router.

Acceptance of the router delivered by Customer shall be at the sole discretion of AT&T and shall be based on compliance with the EOL requirements that (a) the router hardware/software configuration are consistent with the configuration on the EOL; and (b) the router passes an operational (power-up) test. Customer is solely responsible for remediation of any issues that result in a noncompliant router. Customer shall be responsible for communication of any requirements to the router manufacture to remediate noncompliant configurations or operational failures. Customer is solely responsible and shall bear all costs (including shipping, packaging, etc.) associated with router return or remediation and shall bear all risk of loss during shipment of returned or remediated routers.

AT&T Responsibilities for the Customer-Owned/AT&T Managed Router Option: Once AT&T has accepted the router, AT&T will be responsible for staging, installing, maintaining and managing the router as if it were AT&T owned.

2.3.3.3 Ordering

Orders

Service Orders (including for local access outside the United States) are placed using standard ordering processes that may include written order forms and electronic methods. Orders for local access channels may be placed by execution of a Pricing Schedule or Pricing Addendum, or may be placed using a written order form or price quotation setting forth the rate (undiscounted) applicable to the local access channel supplied.

Due Date of an Order

AT&T will establish a Due Date after receipt of a service order.

The Due Date or Service Activation Date is the mutually agreed upon date that a new, moved or changed service component will be made available to customer.

The Service Activation Date is the date AT&T deems the Service is ready for use by Customer at a Site. For service with AT&T VPN Managed CPE features, Service Activation Date will not occur until the AT&T

CPE has been pinged, Customer end-to-end connections have been verified, AT&T has begun management surveillance and AT&T gives notice that the Service is ready to be used at the Site allowing Customer to commence LAN migration if applicable.

2.3.3.4 Service Level Agreements

SLA-1. General SLA Terms

AT&T has established performance objectives for the Service. While AT&T does not guarantee performance objectives, AT&T will provide credits to an eligible Customer when a performance objective is not met. If a SLA states that a Customer is eligible for a SLA credit, this means that the Customer is eligible subject to the terms, definitions and any exclusions or limitations stated herein.

SLA-1.1. Definitions

Covered Service Monthly Charges means:

- the monthly charges for an affected MPLS Port at the Customer Site,
- the monthly charges for MPLS DSL Access Connections and MPLS DSL Ports (where expressly made applicable in an AT&T VPN SLA description) at an affected Customer Site, and
- the monthly charges for Optional Features associated with the MPLS Port at an impacted Customer Site, including charges for affected features such as Class of Service, Managed Router, or Managed CSU-Probe.

"Qualifying Pair" means two Sites selected by the Customer and accepted by AT&T for the purpose of measuring compliance with Managed Router MPLS Site-to-MPLS Site performance obligations for latency, data delivery, and jitter between the selected pair of Sites. To be considered a Qualifying Pair, Customer must order and install the Managed Router Feature at each Site in the Qualifying Pair (a Lite Managed Router Site does not qualify). Sites designated as a Qualifying Pair are not eligible for MPLS Transport MPLS Port Data Delivery, MPLS Transport MPLS Port-to-MPLS Port Latency, Managed CSU-Probe MPLS Site-to-MPLS Site Latency, or Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLAs.

"Transport" when used in reference to a Service Level Agreement refers to a Site not supported by the Managed CSU-Probe Feature or the Managed Router Feature.

SLA-1.1.2. SLA Eligibility Table

Customer eligibility for Service Level Agreements shall be determined by the Service Component type, Management Option, and in some cases the type of access for a Site as described in the SLA Eligibility Tables.

| SLA Eligibility Table | | | |
|--|------------------------|-------------------|----------------|
| Table 1 Eligibility for On Time Provisioning, Site Availability/ Time to Restore and Network SLAs | | | |
| SLA | Site Management Option | | |
| | Transport | Managed CSU-Probe | Managed Router |
| On Time Provisioning – New Starts | Yes | Yes | Yes |
| On Time Provisioning - Moves, Adds, Changes Physical | Yes | Yes | Yes |

| SLA Eligibility Table | | | |
|--|------------------------|-------------------|----------------|
| Table 1 Eligibility for On Time Provisioning, Site Availability/ Time to Restore and Network SLAs | | | |
| SLA | Site Management Option | | |
| | Transport | Managed CSU-Probe | Managed Router |
| On Time Provisioning - Moves, Adds, Changes Logical | No | No | No |
| Site Availability / Time to Restore | Yes | Yes | Yes |
| Network Latency, Network Data Delivery, Network Jitter | Yes | Yes | Yes |

| SLA Eligibility Table | | | | |
|--|----------------------------------|--------------------------------|-----------------------------|--|
| Table 2 Eligibility for MPLS Port-to-MPLS-Port, MPLS Site-to-MPLS Site SLAs | | | | |
| Site 1 – Management Option | Site 2 – Management Option | | | |
| | Transport or Lite Managed Router | Managed CSU-Probe | Managed Router | Managed Router and Managed CSU- Probe* |
| Transport or Lite Managed Router | Port to Port | Port to Port | Port to Port | Port to Port |
| Managed CSU-Probe | Port to Port | Managed CSU-Probe Site to Site | Port to Port | Managed CSU-Probe Site to Site |
| Managed Router | Port to Port | Port to Port | Managed Router Site to Site | Managed Router Site to Site |
| Managed Router and Managed CSU- Probe | Port to Port | Managed CSU-Probe Site to Site | Managed Router Site to Site | Managed Router Site to Site |

Definitions and Notes:

Port to Port" means the 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 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.

"Managed Router Site to Site" means MPLS Site-to-MPLS Site Latency, MPLS Site-to-MPLS Site Data Delivery and MPLS Site-to-MPLS Site Jitter SLAs applicable to Site 1 and Site 2 (if Site 1 and Site 2 are a Qualified Pair).

*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 Managed CSU-Probe Sites or Site pairs not included in the single applicable VPN designated by Customer for such SLAs.

| SLA Eligibility Table | | |
|---|--|----------------------|
| Table 3 MPLS Port-to-MPLS Port, MPLS Site-to-MPLS Site SLA Applicability Table for MPLS Ports | | |
| Applicability of SLA to Site using access Method Shown | Frame Relay MPLS Ports, ATM MPLS Ports, IP MPLS Ports, and Ethernet MPLS Ports | Broadband MPLS Ports |
| | All Countries | All Countries |
| Transport MPLS Port-to-MPLS Port Latency | Yes | Yes |
| Transport MPLS Port Data Delivery | Yes | Yes |
| Managed CSU Probe MPLS Site-to-MPLS Site Latency | Yes | No |
| Managed CSU Probe MPLS Site-to-MPLS Site Data Delivery | Yes | No |
| Managed Router MPLS Site-to- MPLS Site Latency | Yes | No |
| Managed Router MPLS Site-to- MPLS Site | Yes | No |
| Managed Router MPLS Site-to- MPLS Site Jitter | Yes | No |

SLA-1.1.3. SLA Exclusions and Limitations

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

- negligent conduct or misuse by Customer or users of the Service;
- failure or deficient performance of power, equipment, CPE, inside wiring, services or systems not provided/maintained by AT&T;
- at sites supported by Managed CPE, failure of (including failure by Customer to order, provision, or support) the dedicated analog line connected to the Managed CPE for out-of-band management and testing. However this exclusion does not apply for sites where AT&T provides a wireless modem or sites supporting ANIRA failover connection configured for out-of-band management. This exclusion does not apply to Latency, Data Delivery, or Jitter SLAs during periods when both sites in the site pair are available and meet the requirements in the General SLA Terms;
- At sites where customer has chosen Customer Self-Installation Option, delays in provisioning due to CPE equipment not being assembled on time or correctly by the applicable Due Date;
- Customer requested or caused delays or Customer'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 AT&T VPN Managed Router;

- during any period in which AT&T or its agents are not provided access to the premises where access lines associated with the Service 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 (schedules are available on the Business Reports & Information application on the Web Portal) 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 a Customer order;
 - 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 Customer reports the trouble; or
 - at sites supported by Lite Managed Router, during the period from determination that a hardware replacement is needed until the time customer has replaced the part(s) and notified AT&T device is ready for the configuration.
- Force Majeure conditions, including but not limited to cable cuts.

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

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

- 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 Customer Site in a given month totaling no more than the total Covered Service Monthly Charges for the Site that month.

SLA-1.1.4. Validation of Managed Router MPLS Site-to-MPLS Site Latency, MPLS Site-to- MPLS Site Data Delivery, and MPLS Site-to-MPLS Site Jitter SLA Claims

Validation of the first three (3) MPLS Site-to-MPLS Site Latency, the first three (3) MPLS Site-to- MPLS Site Data Delivery, or the first three (3) MPLS Site-to-MPLS Site Jitter SLA claim requests for the same Qualifying Pair during a six (6) month rolling period will be based on the average monthly performance metrics reported in the "Average" column of the Customer's Site to Site reports. Beginning with the fourth MPLS Site-to-MPLS Site Latency, or the fourth MPLS Site-to-MPLS Site Data Delivery, or the fourth MPLS Site-to-MPLS Site Jitter SLA claim request for the same Qualified Pair in a rolling six (6) month period, AT&T will base validation of these claims on the monthly metrics published in the "Adjusted" column in these reports.

The metrics published in the Customer's Site to Site reports in the "Average" column reflect all MPLS Port utilization measured during a month. The metrics published in the Customer's Site to Site reports in the "Adjusted" column eliminate measurements taken during periods of Port utilization at excess levels, which can impact Latency, Data Delivery and Jitter measurements. For MPLS Port sizes less than 512k, utilization above 50% will be eliminated from reported results. For MPLS Port sizes 512k and greater, utilization levels above 70% will be eliminated from reported results.

Currently subscribed Customers may access the metrics from the SLA Target Lookup tool on the Web Portal.

SLA-1.1.5. Claims Process

In order for a Customer to be eligible to receive a credit under a SLA:

- The credit request must be submitted by the end of the month following the month in which the provisioning was completed or the performance objective failure occurred.
- A trouble ticket must be opened with respect to the trouble or service deficiency causing AT&T to miss a performance objective; except that trouble tickets need not be opened for Customer to be eligible for SLA credits under Network Latency, Network Data Delivery, and Network Jitter SLAs, and On-Time Provisioning SLAs. Customer is required to open a trouble ticket in order to be eligible for SLA credits for the:
 - MPLS Port Data Delivery SLA;
 - MPLS Port -to-MPLS Port Latency SLA;
 - Managed Router and or Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA;
 - Managed Router and or Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA;
 - Managed Router MPLS Site-to-MPLS Site Jitter SLA; and
 - Site Availability/Time to Restore (Trouble tickets related to Site Availability/Time to Restore service deficiencies will be opened by AT&T at Sites where Customer has ordered the Managed Router and or Managed CSU-Probe Feature).

Customer must submit a credit request in writing to the AT&T SLA Administration Center via AT&T Business Direct®. Each request for a credit must include the AT&T eMaintenance ticket number(s) or the On-Time Provisioning order number. For Network SLAs, no trouble ticket number is required.

SLA-1.1.6. Use of Alternate Service

If Customer elects to use another means of communications during the period of interruption, Customer must pay the charges for the alternative service used.

SLA-2. On-Time Provisioning SLA

The performance objective for the On-Time Provisioning SLA is to complete installation of new Service at a Site, including AT&T-provided access lines, by the applicable Due Date. If AT&T does not meet this performance objective, Customer is eligible to:

- Receive a credit equal to one month of the discounted Covered Monthly Charges for the Site that was not installed on time.

The On-Time Provisioning SLA also applies to Customer change orders. Customer shall receive a credit of 50% of the Non-Recurring charges for Ports, PVCs, COS Packages, DSL or CIR changes.

For Service with Managed Router, the On-Time Provisioning SLA applies to the following physical MACDs:

- Moves
- Add the Managed Router feature to existing Service
- Add router cards to router
- Resiliency
- Disconnect router or router/port

For Service 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, Customer is eligible to 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 On-Time Provisioning SLA applies to the original Due Date provided by AT&T, not the expedited date.

SLA-3. Latency

"Latency" is the interval of time it takes for test packets of data to travel from the source end point (MPLS Port, Managed CPE, Site, etc.) to the destination end point and back again.

SLA-3.1. Network Latency SLA

The performance objectives for the Network Latency SLA are for the Network Latency within Regions to be no greater than the latencies set forth in the Network Latency Performance Objectives Table.

If AT&T does not meet this performance objective in a given calendar month, Customer is eligible for a Network Latency SLA credit equal to 1/30th of Customer's total discounted Covered 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., Customer's US East Coast Sites would be eligible for an SLA Credit if the Asia Pacific to US West performance objective is not met).

"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 actual Network SLA results can be viewed from the Global Performance Reporting tool on the Web Portal.

SLA-3.2. Network Latency Performance Objectives Table

| Network Latency Performance Objectives Table | |
|--|------------------------|
| Region | Performance Objectives |
| United States* | 37 ms |

*Measurements for the US Region include 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).

SLA-3.3. Transport and Lite Managed Router MPLS Port-to-MPLS Port Latency SLA

The performance objectives for the MPLS Port-to-MPLS Port Latency SLA are for the MPLS Port-to-MPLS Port Latency to be no more than the latencies set forth in the SLA Target Lookup tool on the Web Portal.

If Customer 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, Customer is eligible for an MPLS Port- to-MPLS Port Latency SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for the affected Sites.

"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.

MPLS DSL Access Connections, MPLS ADSL Line Shared Connections and MPLS DSL Ports are not eligible for the MPLS Port-to-MPLS Port Latency SLA.

SLA-3.4. Managed Router MPLS Site-to-MPLS Site Latency SLA

The Managed Router MPLS Site-to-MPLS Site Latency SLA is available only for a Qualifying Pair. The performance objective is for the Managed Router MPLS Site-to-MPLS Site Latency average for a month to be no more than the performance objective stated for the Sites in the Qualifying Pair as found in the SLA Target Lookup tool on the Web Portal.

Managed Router MPLS Site-to-MPLS Site Latency SLA is measured from the managed router at one Site to the managed router at the other Site in a Qualifying Pair for each class of service to which the Customer subscribes. Customers who subscribe to 4CoS are eligible for AT&T Managed Router VPN MPLS Site-to-MPLS Site Latency SLAs on Port speeds equal to 56k and greater for CoS1, CoS2, and CoS3. Customer who subscribe to 6CoS are eligible for Managed Router MPLS Site-to-MPLS Site Latency SLAs on Port speeds equal to T1/E1 and higher for CoS1, CoS2v, CoS2, CoS3 and CoS5. In order to qualify for a Managed Router MPLS Site-to-MPLS Site Latency SLA on CoS5, Customer will need to allocate a minimum of 5% bandwidth to CoS5. Managed Router MPLS Site-to-MPLS Site Latency SLA does not apply to CoS4. The monthly average Managed Router MPLS Site-to-MPLS Site Latency performance for each Qualifying Pair is compared with the Managed Router MPLS Site-to-MPLS Site Latency performance objective to determine if a Qualifying Pair meets the SLA. Managed Router MPLS Site-to-MPLS Site Latency performance objectives are subject to change if the bandwidth changes at AT&T CPE at either Qualifying Site in the Qualifying Pair.

If a Customer reports that a Qualifying Pair does not meet the Managed Router MPLS Site-to-MPLS Site Latency performance objective, and AT&T verifies the claim, the Customer is eligible for a Managed Router MPLS Site-to-MPLS Site Latency SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for the affected Sites in the Qualifying Pair.

If the Site Access Termination is delivered on Non-Terrestrial technology, site to site performance SLAs are only available ICB.

SLA-3.5. Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA

The Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA applies to Managed CSU-Probe Sites in a single Customer-designed VPN. "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 Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA may be found in the SLA Target Lookup tool on the Web Portal.

When the Unilink feature is used by Customer 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 Customer-designated VPN.

If Customer 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, Customer is eligible for a Managed CSU-Probe

MPLS Site-to-MPLS Site Latency SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for the affected MPLS Sites.

Managed CSU-Probe MPLS Site-to-MPLS Site reports are not used for measurement or validation of Managed CSU-Probe MPLS Site-to-MPLS Site Latency.

If the Site Access Termination is delivered on Non-Terrestrial technology, site to site performance SLAs are only available ICB.

SLA-4. Data Delivery

"Data Delivery" is the ratio (shown as a percentage) of test packets of data actually received at the destination end point to attempted test packets of data transmitted from the source end point.

SLA-4.1. Network Data Delivery SLA

The performance objectives for the Network Data Delivery SLA are for the Network Data Delivery percentages within and between Regions to be no less than those set forth in the Network Data Delivery Performance Objectives Table.

If AT&T does not meet this performance objective in a given calendar month, Customer is eligible for a Network Data Delivery SLA credit equal to 1/30th of Customer's total discounted Covered 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., Customer'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 "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 actual Network SLA results can be viewed from the Global Performance Reporting tool on the Web Portal.

SLA-4.2. Network Data Delivery Performance Objectives Table

| Network Data Delivery Performance Objectives Table | |
|--|-----------------------|
| Within Region | Performance Objective |
| United States* | 99.95% |
| United States* to Canada | 99.90% |
| United States* to CALA | 99.90% |

*Measurements for the US Region include 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).

SLA-4.3. Transport and Lite Managed Router MPLS Port Data Delivery SLA

The performance objective for the Transport MPLS Port Data Delivery SLA is for the MPLS Port Data Delivery percentage for Customer's VPN to be no less than 99.9%. If Customer 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, Customer is eligible for a MPLS Port Data Delivery SLA credit in an amount equal to 10% of Customer's discounted Covered 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 Customer's VPN.

"Data Received" is the total number of packets of data received by all MPLS Ports in Customer's VPN.

SLA-4.4. Managed Router MPLS Site-to-MPLS Site Data Delivery SLA

The Managed Router MPLS Site-to-MPLS Site Data Delivery SLA is available only for a Qualifying Pair. The performance objective for the Managed Router MPLS Site-to-MPLS Site Data Delivery SLA is for the Managed Router MPLS Site-to-MPLS Site Data Delivery Percentage for a month to be no less than the objective established for the country in which the Site is located. Specific country objectives may be found in the SLA Target Lookup tool on the Web Portal.

Managed Router MPLS Site-to-MPLS Site Data Delivery SLA is measured from the managed router at one Site to the managed router at the other Site in the Qualifying Pair for each class of service. Customers who subscribe to 4CoS are eligible for Managed Router MPLS Site-to-MPLS Site Data Delivery SLAs on Port speeds equal to 56k and higher for CoS1, CoS2 and CoS3. Customers who subscribe to 6CoS are eligible for Managed Router MPLS Site-to-MPLS Site Data Delivery SLAs on Port speeds equal to T1/E1 and higher on CoS1, CoS2v, CoS2, CoS3 and CoS5. In order to qualify for a Managed Router MPLS Site-to-MPLS Site Data Delivery SLA on CoS5, Customer will need to allocate a minimum of 5% bandwidth to CoS5. Managed Router MPLS Site-to-MPLS Site Data Delivery SLA does not apply to CoS4.

The Managed Router MPLS Site-to-MPLS Site Data Delivery Percentage is the average Data Delivery Percentage for that month for a Qualifying Pair calculated by dividing Data Received by Data Delivered segregated by COS, 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 one Qualifying Site for delivery to an egress router at the other Qualifying Site in the Qualifying Pair.
- "Data Received" is the number of such test packets of data that are actually received by the egress router at the Qualifying Site in the Qualifying Pair.

The Managed Router MPLS Site-to-MPLS Site Data Delivery Percentage for each Qualifying Pair is compared with the performance objective for each CoS ordered to determine if a Qualifying Pair meets the performance objective.

If Customer reports that AT&T did not meet the Managed Router MPLS Site-to-MPLS Site Data Delivery SLA for a Qualifying Pair during a month and AT&T verifies the claim, the Customer is eligible for the Managed Router MPLS Site-to-MPLS Site Data Delivery SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for the affected Sites in the Qualifying Pair.

If the Site Access Termination is delivered on Non-Terrestrial technology, site to site performance SLAs are only available ICB.

SLA-4.5. Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA

The performance objective for the Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA is for Data Delivery during a test to be at least 99.8%. 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 Unilink feature is used by Customer to configure multiple VPNs, the Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA applies only when both Sites being measured are part of the same Customer-designated VPN.

If Customer reports that 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, Customer is eligible for a Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for the two affected Sites.

Managed CSU-Probe MPLS Site-to-MPLS Site reports are not used for measurement or validation of Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery.

If the Site Access Termination is delivered on Non-Terrestrial technology, site to site performance SLAs are only available ICB.

SLA-5. Jitter

"Jitter" refers to the Mean Packet to Packet Delay Variation (MPPDV) between a Qualifying Pair and is measured one way between the source and destination end points.

SLA-5.1. Network Jitter SLA

The performance objective for the Network Jitter SLA is for Network Jitter in a given month to be no more than the jitter set forth in the Network Jitter Performance Objectives Table.

If AT&T does not meet this performance objective, Customer is eligible for a Network Jitter SLA credit equal to 1/30th of Customer's total discounted Covered 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., Customer's US East Coast Sites would be eligible for an SLA Credit if the Asia Pacific to US West performance objective is not met).

"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 actual Network SLA results can be viewed from the Global Performance Reporting tool on the Web Portal.

SLA-5.2. Network Jitter Performance Objectives Table

| Network Jitter Performance Objectives Table | |
|---|------------------------|
| Region | Performance Objectives |
| United States* | 1.0 ms |

*Measurements for the US Region include 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).

SLA-5.3. Managed Router MPLS Site-to-MPLS Site Jitter SLA

The Managed Router MPLS Site-to-MPLS Site Jitter SLA is available only for a Qualifying Pair. The performance objective is for the Managed Router MPLS Site-to-MPLS Site Jitter average for a month to be no more than the performance objective stated for both Sites in the Qualifying Pair as found in the SLA Target Lookup on the Web Portal.

Managed Router MPLS Site-to-MPLS Site Jitter refers to the variation in packet transit delay between Qualifying Sites in a Qualifying Pair and is measured one way from the managed router at one Site to the managed router at the other Site in a Qualifying Pair. The Managed Router MPLS Site-to-MPLS Site Jitter SLA is available to Customers who subscribe to 4CoS for CoS1 only on Ports at speeds of 768k and higher. Managed Router MPLS Site-to-MPLS Site Jitter SLA is available to Customers who subscribe to 6CoS for CoS1 and CoS2V on Ports at speeds of T1/E1 and higher. The performance objectives are subject to change if the bandwidth changes at either customer edge router in the Qualifying Pair.

The monthly average Managed Router MPLS Site-to-MPLS Site Jitter performance for each Qualifying Pair is compared with the one way Managed Router MPLS Site-to-MPLS Site Jitter performance objective to determine if a Qualifying Pair meets the SLA.

If Customer reports that AT&T did not meet the Managed Router MPLS Site-to-MPLS Site Jitter performance objective for a Qualifying Pair and AT&T verifies the claim, Customer is eligible for the Managed Router MPLS Site-to-MPLS Site Jitter SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for the affected Sites in the Qualifying Pair.

If the Site Access Termination is delivered on Non-Terrestrial technology, site to site performance SLAs are only available ICB.

SLA-6. Site Availability/Time to Restore SLA

The performance objective for the Site Availability/Time to Restore SLA is for the AT&T VPN Site Availability to be 100%. Sites with MPLS DSL Access Connections, MPLS ADSL Line Shared Connections and MPLS DSL Ports also qualify for the Site Availability/Time to Restore SLA using the DSL credit schedule specified below. If AT&T does not meet this performance objective, Customer is eligible for a Site Availability/Time to Restore SLA credit for each Outage equal to the Customer's total discounted Covered Monthly Charges for the affected MPLS Port, multiplied by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the Site Availability/Time to Restore SLA Credit Table in accordance with to the Country Groups shown in the Site Availability/Time To Restore SLA Country Group Table. Sites where Customer has ordered the Managed Router Feature (including Lite Managed Router) may be eligible

for an alternative credit structure depending on the 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 in the SLA Target Lookup on the Web Portal.

“Outage” means an occurrence within the AT&T Network (including Managed CPE) and/or the AT&T-provided access that results in the inability of Customer 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 Customer 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 Customer that the problem has been resolved and the Service Components are restored and available for Customer to use.

For sites located outside of the United States any outage time shall exclude time that the local supplier used by AT&T for the affected Customer Site may deem it necessary not to work because work in the street requires sun light or because of concerns for the safety of their work force in a dangerous region.

SLA-6.1. Site Availability/Time to Restore SLA Credit Table

| Time to Restore Outage | | Country Group |
|---------------------------|---------------|---------------|
| Equal to or Greater than: | to Less than: | Group 1 |
| 1 Minute | 1 Hour | 3.30% |
| 1 Hour | 2 Hours | 3.30% |
| 2 Hours | 3 Hours | 10.0% |
| 3 Hours | 4 Hours | 10.0% |
| 4 Hours | 5 Hours | 25.0% |
| 5 Hours | 6 Hours | 25.0% |
| 6 Hours | 7 Hours | 25.0% |
| 7 Hours | 8 Hours | 25.0% |
| 9 Hours | 10 Hours | 50.0% |
| 10 Hours | 11 Hours | 50.0% |
| 11 Hours | 12 Hours | 50.0% |
| 12 Hours | 13 Hours | 50.0% |
| 13 Hours | 14 Hours | 50.0% |
| 14 Hours | 15 Hours | 50.0% |

| Time to Restore Outage | | Country Group |
|---------------------------|---------------|---------------|
| Equal to or Greater than: | to Less than: | Group 1 |
| 15 Hours | 16 Hours | 50.0% |
| 16 Hours | 17 Hours | 100.0% |
| 17 Hours | >17 Hours | 100.0% |

SLA-6.2. Site Availability/Time To Restore SLA Country Group Table

| Site Availability/Time To Restore SLA Country Group Table | |
|---|--|
| Group | Country ^{*1} |
| Group 1 | United States (including Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands) |

SLA-7. AT&T VPN Managed Router/Enhanced VPN Services Interoperability SLAs

AT&T VPN Managed Router/Enhanced VPN Interoperable Sites qualify for MPLS Site-to-MPLS Site Latency and MPLS Site-to-MPLS Site Data Delivery SLAs described in this section.

The performance objective for latency for AT&T VPN Managed Router/Enhanced VPN Interoperable Sites is the performance objective applicable for the AT&T VPN Managed CSU- Probe MPLS Site-to-MPLS Site Latency SLA. The performance objective for data delivery for AT&T VPN Managed Router/Enhanced VPN Interoperable Sites is the performance objective applicable for the AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA.

If Customer notifies by trouble ticket that AT&T VPN Managed Router/Enhanced VPN Interoperable Sites are not meeting an applicable performance objective and AT&T testing verifies that the AT&T VPN Managed Router/Enhanced VPN Interoperable Sites are not meeting the performance objective, AT&T will attempt to remedy the nonperformance within thirty (30) calendar days of Customer notice. If after the thirty (30) day remedy period the same AT&T VPN/Enhanced VPN Interoperable Sites are not meeting the same performance objective, Customer reports the nonperformance in a second trouble ticket, unloads Customer traffic from the Sites experiencing nonperformance to allow AT&T to perform a second test, and AT&T testing verifies that the AT&T VPN Managed Router/Enhanced VPN Interoperable Sites are not meeting the applicable Performance objective, Customer is eligible to receive the MPLS Site-to-MPLS Site Latency and or MPLS Site-to-MPLS Site Data Delivery SLA credit, as applicable, in an amount equal to 10% of Customer's discounted Covered AT&T VPN Managed Router and Enhanced VPN Monthly Charges for the affected Sites. Customer must request the service credit using the AT&T VPN Managed Router/Enhanced VPN Interoperable MPLS Site- to-MPLS Site SLA Claims Process.

Implementation of AT&T VPN Managed Router/Enhanced VPN Services Interoperability does not change the testing or measurement of performance obligations applicable to or reporting available for a Service Component. For example, and without limiting the forgoing, for AT&T

VPN Managed Router/Enhanced VPN Interoperable Sites, Enhanced VPN Sites will not be included in the measurement of the AT&T VPN MPLS Port-to-MPLS Port Latency and AT&T VPN MPLS Port Data

Delivery SLAs, and a failure by AT&T to meet the performance objective for these SLAs shall not make the Enhanced VPN Service Sites eligible for service credits under the AT&T VPN SLAs.

SLA-7.1. AT&T VPN Managed Router/Enhanced VPN Interoperable MPLS Site-to-MPLS Site SLA Claims Process

To submit a request for a SLA credit under an AT&T VPN Managed Router/Enhanced VPN Interoperable MPLS Site-to-MPLS Site SLA, Customer must complete the AT&T VPN Managed Router and Enhanced VPN Service Interoperability SLA Credit Request Form found in the Service Level Agreement tool on the Web Portal.

2.3.4 AT&T NetBond for Cloud Service Description

AT&T NetBond® for Cloud, ("AT&T NetBond®") is a cloud network enablement (CNE) technology that joins with cloud solution provider (CSP) computing services to deliver a managed, end-to-end solution via the AT&T Global Network. AT&T NetBond® provides a highly secure direct connection between an AT&T virtual private network (VPN) and your cloud resources, which creates an integrated cloud computing environment.

AT&T NetBond® extends your existing AT&T MPLS VPN into the cloud service via application programming interfaces (APIs). As a result, it combines the scalability and dynamics of the cloud with the network security inherent in private virtual environments.

AT&T NetBond® enables the cloud service to function as another node on your MPLS VPN network and supports mobile VPN integration and common security policies for mobile and wireline endpoints. Because they're integrated, the network and computing resources expand and contract in tandem, on demand, to rapidly accommodate workload changes.

We use the AT&T NetBond® application programming interface (API) to pre-integrate the cloud service and your private network, on which your selected cloud solution providers (CSP's) data center is an endpoint. By extending your VPN all the way to the cloud service, our patented networking technology separates your VPN traffic from other cloud traffic—down to the virtual LAN (VLAN) and virtual machine (VM) level. You use the protective confines and high transmission speeds of the VPN to connect applications and services from your own data centers to your selected CSP's service. Current CSPs include: Amazon Web Services (AWS), AT&T Control Center powered by Jasper IoT, Blue Jeans Network, Box, Cisco WebEx, CSC, Hewlett Packard Enterprise (HPE), IBM Cloud Managed Services, Microsoft Azure and Office 365, Salesforce, IBM Bluemix®, Sungard Availability Services, Virtustream, VMware provide the highly secure access to cloud resources. Please check with your account representative for any additional CSPs

AT&T NetBond® is a cloud network enablement (CNE) technology that joins with cloud solution provider (CSP) computing services to deliver a managed, end-to-end solution via the AT&T Global Network. AT&T NetBond® provides a highly secure direct connection between an AT&T VPN and your cloud resources, which creates an integrated cloud computing environment.

AT&T NetBond® extends your existing AT&T MPLS VPN into the cloud service via application programming interfaces (APIs). As a result, it combines the scalability and dynamics of the cloud with the network security inherent in private virtual environments

We use the AT&T NetBond® application programming interface (API) to pre-integrate the cloud service and your private network, on which your selected cloud solution providers (CSP's) data center is an endpoint. By extending your VPN all the way to the cloud service, our patented networking technology separates your VPN traffic from other cloud traffic—down to the virtual LAN (VLAN) and virtual machine (VM) level. You use the protective confines and high transmission speeds of the VPN to connect applications and services from your own data centers to your selected CSP's service. Current CSPs include: Amazon Web Services (AWS), AT&T Control Center powered by Jasper IoT, Blue Jeans Network, Box, Cisco WebEx, CSC, Hewlett Packard Enterprise (HPE), IBM Cloud Managed Services, Microsoft Azure and Office 365, Salesforce, IBM Bluemix®, Sungard Availability Services, Virtustream, VMware provide the highly secure access to cloud resources. Please check with your account representative for any additional CSPs.

2.3.4.1 AT&T NetBond® for Cloud Features and Benefits

Centralized Routing Control—Our Intelligent Routing Service Control Point technology separates customer environments by directing traffic to private cloud resources on virtual machines. It enables highly granular routing of IP across globally diverse, distributed data centers. This design helps ensure high availability and customer data separation within the network. As a result, you can privately access the appropriate computing and storage resources you need.

End-to-End Protection—We provide multi-layered protection across your cloud resources, applications and devices, and network, and we support consistent security policies throughout the environment to meet compliance standards. By extending your VPN to the cloud, our networking technology protects and isolates your traffic from other cloud traffic. And, because we deliver your applications and data via the VPN instead of the public Internet, you avoid the risk of Distributed Denial of Service (DDoS) attacks and similar Internet-based threats.

Production-Level Capacity—AT&T NetBond®'s redundant network architecture enables a direct connection from your VPN to your selected CSP's cloud and gives you the capacity to handle heavy workloads. As a result, you can manage large, mission-critical applications and data without worrying about the latency issues of a public Internet connection.

Flexible, On-Demand Resources—Dynamic bandwidth allocation and on-demand bursting allow network and computing resources to dynamically adjust in tandem to support fluctuating demands on systems and keep service levels high. As a result, you always have the resources and capacity you need to meet business demands. And, because we offer on-demand, pay-per-use network resources, you can save as much as 60% on networking costs.

Fast, Simplified Provisioning—Because the cloud is simply another site on your VPN, you can easily adjust computing capacity—via the AT&T Cloud Solutions portal—to optimize existing workloads or handle new business. And, the changes take effect quickly—in hours versus weeks.

As a result, you don't need to worry about over- or under-provisioning or any associated performance or availability problems.

High Availability—Our cloud-in-the-network architecture provides direct routing to cloud traffic and offers 99.9% availability, lower latency, and improved performance compared to Internet-based solutions. As a result, you can quickly and reliably move massive amounts of data in and out of the CSP environment to meet heavy workload demands.

24x7 Support—For operational or system assistance, you get 24x7 access to our technical support team via phone or email. And, you can report incidents and submit trouble tickets via the AT&T Cloud Portal, which also features technical guides and usage reports. Because specialists and online resources are always available, you can quickly get help to resolve issues and keep your system running.

Adjustable Pricing—You get fixed-rate billing for the minimum monthly bandwidth commitment (MBC) that you select, and you pay overage rates for sustained use beyond the commitment. If you change the MBC during a billing period, we re-rate past usage for that period. As a result, you control your base billing level and can set it according to your typical workloads and traffic demands. And, because you can dynamically adjust your fixed rate commitment level—as your needs change, you can minimize overage charges.

2.3.4.2 General Terms Applicable to Service

Ordering and Support

Orders for AT&T NetBond® for Cloud Service are requested using the AT&T Cloud Solutions Portal.

Service Activation

Service Activation for AT&T NetBond® for Cloud Service occurs upon notice by AT&T to Customer that the VNC is available for use by Customer.

Withdrawal of Service or Service Component

Unless applicable law or regulation mandates otherwise, Service may be discontinued upon one hundred and eighty (180) days' notice and a Service Component may be discontinued upon thirty (30) days' notice, but only when the Service or Service Component is also discontinued to similarly-situated customers.

2.3.4.3 Service Level Agreements

SLA-1. SLA General Terms

AT&T has established performance objectives for AT&T NetBond® for Cloud Service. While AT&T does not guarantee performance objectives, AT&T will provide credits when a performance objective is not met. If a SLA states that a Customer is eligible for a SLA credit, this means that the Customer is eligible subject to the terms, definitions and any exclusions or limitations stated herein.

SLA-1.1. Definitions

The following defined terms apply:

"Average Latency" means the monthly measure of the Latency between AT&T VPN Provider Edges connecting to AT&T NetBond enabled VNC supported by an AT&T NetBond IPE connecting to a supported cloud computing platform in a region.

"Covered Service Monthly Charges" means the charges invoiced for a month, less any discounts applied, for Minimum Bandwidth Commitment (MBC) per Virtual Network Connection (VNC).

"Data Delivered" means the number of test packets of data delivered in the applicable calendar month in a region to an ingress router (at an AT&T VPN Provider Edge supported by an AT&T NetBond® IPE connecting to a supported cloud computing platform) for delivery to an egress router also in the same region (at the AT&T NetBond® IPE or AT&T VPN Provider Edge, respectively).

"Data Received" is the number of test packets of data that are received by the egress router of an AT&T network node.

"Average Network Jitter" is a monthly measure Packet to Packet Delay Variation (MPPDV) within a region, which is the average difference in the interval of time it takes for selected pairs of test packets of data in data streams to travel between pairs of AT&T VPN Provider Edges supporting NetBond-enabled supported cloud computing resources and NetBond IPE (connecting to a supported cloud computing resource) 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 NetBond® Network Node (AT&T VPN Provider Edge or NetBond IPE) in a pair to another is measured for selected pairs of AT&T NetBond Network Nodes in a 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 NetBond® Network Node (AT&T VPN Provider Edge or NetBond IPE) in a pair to another.

"Outage" means an occurrence within the AT&T NetBond® Service demarcation points, which are the AT&T VPN MPLS Port and the NetBond Infrastructure Provider Edge router (excluding any virtual network functions), which results in the inability of Customer to transmit or receive IP packets using AT&T NetBond® Service for more than 43 minutes.

"Standard VNC" means a Virtual Network Connection that is not subject to Class of Service.

SLA-2. SLA Region and Country Applicability

AT&T NetBond® for Cloud Service SLAs apply to missed performance objectives for VNCs connecting to a supported cloud computing resource located in the United States.

SLA-2.1. SLA VNC Applicability

AT&T NetBond® for Cloud SLAs apply to Standard VNCs. AT&T NetBond® SLAs do not apply to Premium VNCs.

SLA-3. AT&T NetBond® for Cloud Service Availability SLA

The performance objective for the AT&T NetBond® Service Availability SLA is for the AT&T NetBond® Service Availability to be 99.9%. If AT&T does not meet this performance objective, Customer is eligible for a Availability SLA credit equal to the total discounted Customer Covered Monthly Charges for the VNC experiencing the Outage, multiplied by the applicable percentage based on the total measured duration of the Outage during a month, as set forth in the AT&T NetBond® Service Availability SLA Credit Table (but in no event more than the total Covered Monthly Charges for the VNC).

SLA-3.1. AT&T NetBond® for Cloud Service Availability SLA – Notice of Outage

To qualify for a SLA credit under this section requires as a condition of eligibility that Customer notify AT&T of an Outage by opening a trouble ticket, within twelve (12) hours of when the Outage begins, via the Synaptic Cloud Portal (<https://www.synaptic.att.com/>) and selecting the "Create Ticket" link.

SLA-3.2. AT&T NetBond® for Cloud Service Availability SLA – Measurement of Outage time for Credit Purposes

Measurement of an Outage for SLA credit purposes begins when a trouble ticket is opened in response to notice to AT&T by Customer of the unavailability of service, Customer releases the affected AT&T NetBond® Service Component(s) (or other Service Components necessary to test for an Outage) when it is necessary for AT&T to diagnose and/or restore a Service Component into use, and AT&T confirms that an Outage has occurred. Measurement of an Outage ends when AT&T makes its first attempt to notify Customer that the problem has been resolved and the Service Components are restored and available for Customer to use.

SLA-3.3. AT&T NetBond® for Cloud Service Availability SLA Credit Table

| AT&T NetBond® Service Availability SLA Credit Table | | |
|---|---------------|-------------------|
| Time To Restore Outage | | Credit Percentage |
| Equal to or Greater than: | To Less Than: | |
| 0 Minutes | 43 Minutes | 0% |
| 43 Minutes | 2 Hours | 3.30% |
| 2 Hours | 4 Hours | 10.00% |
| 4 Hours | 8 Hours | 25.00% |
| 8 Hours | 16 Hours | 50.00% |

| | | |
|----------|------------|--------|
| 16 Hours | > 16 hours | 100.0% |
|----------|------------|--------|

SLA-4. AT&T NetBond® for Cloud Network Latency

Latency is the interval of time in milliseconds for AT&T-generated test packets to travel between a source end point (the AT&T VPN Provider Edge) and a destination end point (the NetBond IPE) on a round trip basis.

SLA-4.1. AT&T NetBond® Network Latency SLA

The performance objective for the AT&T NetBond® Network Latency SLA is for the Average Latency not to exceed 39.5 milliseconds within a region defined in section SLA-2. If AT&T does not meet this performance objective in a given month, Customer is eligible for a Network Latency SLA credit equal to 1/30th of the Covered Service Monthly Charges for the affected VNC for that month.

SLA-5. AT&T NetBond® for Cloud Network Data Delivery

Data Delivery is the ratio (shown as a percentage) of test packets of data actually received at the destination end point of attempted test packets of data transmitted from the source end point (from AT&T VPN Provider Edge to NetBond IPE or from NetBond IPE to AT&T VPN Provider Edge).

SLA-5.1. AT&T NetBond® Network Data Delivery SLA

The performance objective for the AT&T NetBond® Network Data Delivery SLA is for the Average Data Delivery to not fall below 99.90% for test packets received within the region defined in section SLA-2. If AT&T does not meet this performance objective in a given month, Customer is eligible for a Network Data Delivery SLA credit equal to 1/30th of the Covered Service Monthly Charges for affected VNC in a region for that month.

SLA-6. AT&T NetBond® for Cloud Network Jitter

Jitter is the mean Packet to Packet Delay Variation (MPPDV) measured one way between a source and a destination end point. MPPDV is computed as the average difference in time (milliseconds of packet delay variation) for selected pairs of test packet of data to travel from the source end point to the destination end point. For the AT&T NetBond® Network Jitter SLA, the source point is the AT&T VPN Provider Edge and the destination end points are the NetBond IPE, or the reverse of these points.

SLA-6.1. AT&T NetBond® Network Jitter SLA

The performance objective for the AT&T NetBond® Network Jitter SLA is that the Average Network Jitter does not exceed 2.8 milliseconds within a region defined in section SLA-2. If AT&T does not meet this performance objective in a given calendar month, Customer is eligible for a Network Jitter SLA credit equal to 1/30th of Covered Service Monthly Charges for that affected VNC for that month.

SLA-7. SLA Exclusions and Limitations

AT&T is not responsible for failure to meet the performance objective for a SLA that results from:

- negligent conduct or misuse by Customer or users of the Service;
- failure or deficient performance of power, equipment, CPE, inside wiring, services or systems not provided/maintained by AT&T;
- Customer requested or caused delays or Customer's election to not release a Service
- Component for testing and/or repair;
- service interruptions, deficiencies, degradations or delays;

- 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 a Customer order;
- Force Majeure conditions, including but not limited, to cable cuts.

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

SLA-7.1. Monthly Limit

Customer may receive credits (for a single claim made during a month or for multiple claims for the same VNC made during a month) totaling no more than the Customer's total discounted Covered Service Monthly Charges for the AT&T NetBond® Service for a month. Service Credits do not include charges related to additional services components (e.g., Enhanced Support). SLA credits paid constitute the sole and exclusive remedy available to Customer for a failure by AT&T to meet a performance objective.

3 Price Lists

3.1 SIN 132-40 – Cloud Computing Services

3.1.1 IBM Bluemix® Infrastructure, offered by AT&T Price List

NOTICE to CUSTOMER:

Select the Part Number(s) for the Account Value you desire. The GSA price for each Account Value Part Number represents a discount from the List price for that Account Value Part Number

Multiple quantities of the various Part Numbers may be ordered to reach the total Account Value you wish to order for your account, and adding the GSA Industrial Funding Fee

Each month, IBM will invoice for the services used in the account.

The invoice amount will be calculated by applying the GSA discount to the List Price Value of the services used in the account.

Each invoice will be decremented from your purchase order amount

It is the responsibility of the customer to monitor the actual account usage and order additional Subscription part numbers when the account usage is likely to exceed the Contract/Purchase Order amount. IBM may suspend access to the account once the Contract/Purchase Order value is depleted and resume access once a funding document is received for additional Subscription parts.

| PRODUCT NAME | MFR PART NO | Unit of Measure | GSA Price with Fee |
|--|-------------|-----------------|--------------------|
| SoftLayer Subscription Use Authorization - \$100 Account Value | SLASP | Each | \$100.00 |
| SoftLayer Subscription Use Authorization - \$1,000 Account Value | SLASP 1 | Each | \$1,000.00 |
| SoftLayer Subscription Use Authorization - \$10,000 Account Value | SLASP 10 | Each | \$9,899.24 |
| SoftLayer Subscription Use Authorization - \$100,000 Account Value | SLASP 100 | Each | \$98,992.44 |

3.2 SIN 132-51 - Information Technology (IT) Professional Services

| LABOR CATEGORY | Contractor Site | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| | Base Period | | | | |
| | 08/28/2018 Through 08/27/2019 | 08/28/2019 Through 08/27/2020 | 08/28/2020 Through 08/27/2021 | 08/28/2021 Through 08/27/2022 | 08/28/2022 Through 08/27/2023 |
| 0001 System Analyst/Programmer | \$109.21 | \$111.39 | \$113.62 | \$115.89 | \$118.21 |
| 0002 Senior Systems Analyst/Programmer | \$133.00 | \$135.67 | \$138.39 | \$141.16 | \$143.98 |
| 0003 Principal Engineer/Analyst | \$170.71 | \$173.97 | \$177.45 | \$181.00 | \$184.61 |
| 0004 Associate Manufacturing Systems Engineer | \$111.47 | \$113.70 | \$115.98 | \$118.30 | \$120.66 |
| 0005 Senior Manufacturing Systems Engineer | \$147.14 | \$149.90 | \$152.91 | \$155.96 | \$159.08 |
| 0006 Principal Manufacturing Systems Engineer | \$183.96 | \$187.67 | \$191.43 | \$195.24 | \$199.15 |
| 0007 Information Security Analyst | \$141.14 | \$143.85 | \$146.72 | \$149.65 | \$152.64 |
| 0008 Senior Information Security Specialist | \$163.40 | \$166.47 | \$169.80 | \$173.20 | \$176.66 |
| 0009 Principal Information Security Specialist | \$185.67 | \$189.50 | \$193.29 | \$197.16 | \$201.10 |
| 0010 Senior Engineer/Scientist/Analyst | \$170.70 | \$174.19 | \$177.67 | \$181.23 | \$184.86 |
| 0011 Principal Engineer/Scientist/Analyst | \$207.58 | \$211.85 | \$216.08 | \$220.40 | \$224.81 |
| 0012 Senior Corporate Consultant | \$257.57 | \$262.64 | \$267.89 | \$273.24 | \$278.71 |
| 0013 Telecommunications Technician | \$93.19 | \$95.04 | \$96.95 | \$98.88 | \$100.86 |
| 0014 Network Engineer | \$111.61 | \$113.93 | \$116.21 | \$118.54 | \$120.91 |
| 0015 Network Architect | \$201.13 | \$205.24 | \$209.34 | \$213.52 | \$217.79 |
| 0016 Network Consultant | \$264.36 | \$269.67 | \$275.06 | \$280.56 | \$286.18 |
| 0017 Technology Updates Applications Support Technician | \$103.36 | \$105.39 | \$107.50 | \$109.64 | \$111.83 |
| 0018 Technology Updates Applications Support Analyst | \$137.07 | \$139.63 | \$142.42 | \$145.27 | \$148.17 |
| 0019 Supplemental PKI Services Applications Support Technician | \$103.36 | \$105.39 | \$107.50 | \$109.64 | \$111.83 |
| 0020 Supplemental PKI Services Applications Systems Analyst | \$141.06 | \$143.77 | \$146.65 | \$149.58 | \$152.57 |
| 0021 PKI Professional Consultant | \$302.44 | \$308.27 | \$314.43 | \$320.72 | \$327.13 |
| 0022 Forms Designer | \$128.75 | \$131.40 | \$134.03 | \$136.71 | \$139.45 |
| 0023 E-Commerce Forms Consultant | \$244.53 | \$249.39 | \$254.38 | \$259.47 | \$264.66 |
| 0024 Forms System Security Architect | \$200.56 | \$204.61 | \$208.71 | \$212.88 | \$217.13 |
| 0025 Forms Project Manager | \$264.36 | \$269.67 | \$275.06 | \$280.56 | \$286.18 |
| 0026 Forms Management Consultant | \$283.27 | \$288.75 | \$294.52 | \$300.40 | \$306.42 |
| 0027 Task Order Project Manager | \$155.04 | \$158.22 | \$161.38 | \$164.61 | \$167.91 |
| 0028 Technical Project Lead | \$206.20 | \$210.21 | \$214.42 | \$218.71 | \$223.08 |
| 0029 Technology Advisor | \$264.36 | \$269.67 | \$275.06 | \$280.56 | \$286.18 |
| 0030 Information Systems Analyst | \$188.26 | \$192.10 | \$195.95 | \$199.87 | \$203.87 |
| 0031 Technology Research Specialist | \$205.38 | \$209.55 | \$213.74 | \$218.02 | \$222.38 |
| 0032 Systems Security Engineer | \$247.14 | \$251.73 | \$256.77 | \$261.89 | \$267.13 |
| 0033 Customer Service Representative | \$32.27 | \$32.93 | \$33.58 | \$34.26 | \$34.94 |
| 0034 Video Teleconferencing Communications Technician | \$101.28 | \$103.23 | \$105.29 | \$107.40 | \$109.54 |
| 0035 Network Operations Manager | \$185.06 | \$188.81 | \$192.58 | \$196.43 | \$200.36 |
| 0036 Network Operations Supervisor | \$126.60 | \$129.00 | \$131.58 | \$134.21 | \$136.90 |

| | | | | | |
|--|----------|----------|----------|----------|----------|
| 0037 Task Order Project Supervisor | \$136.33 | \$139.12 | \$141.90 | \$144.74 | \$147.64 |
| 0038 Associate Systems Analyst/Programmer | \$75.69 | \$77.06 | \$78.59 | \$80.17 | \$81.77 |
| 0039 Documentation/Administration Support Specialist | \$40.91 | \$41.73 | \$42.57 | \$43.43 | \$44.29 |
| 0040 Junior Technical Writer | \$67.18 | \$68.50 | \$69.86 | \$71.26 | \$72.69 |
| 0041 Training Support Specialist | \$100.75 | \$102.64 | \$104.70 | \$106.79 | \$108.93 |
| 0042 Junior Systems Analyst | \$61.55 | \$62.69 | \$63.94 | \$65.23 | \$66.53 |
| 0043 Staff Logistician, Mid Level | \$61.59 | \$62.77 | \$64.02 | \$65.30 | \$66.61 |
| 0044 Senior Logistician | \$95.18 | \$96.95 | \$98.88 | \$100.86 | \$102.87 |

| Government Site | | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| LABOR CATEGORY | Base Period | | | | |
| | 08/28/2018 Through 08/27/2019 | 08/28/2019 Through 08/27/2020 | 08/28/2020 Through 08/27/2021 | 08/28/2021 Through 08/27/2022 | 08/28/2022 Through 08/27/2023 |
| 0001 System Analyst/Programmer | \$92.16 | \$93.57 | \$95.45 | \$97.35 | \$99.30 |
| 0002 Senior Systems Analyst/Programmer | \$112.22 | \$113.95 | \$116.24 | \$118.56 | \$120.94 |
| 0003 Principal Engineer/Analyst | \$144.03 | \$146.14 | \$149.06 | \$152.04 | \$155.08 |
| 0004 Associate Manufacturing Systems Engineer | \$94.04 | \$95.52 | \$97.42 | \$99.37 | \$101.35 |
| 0005 Senior Manufacturing Systems Engineer | \$124.12 | \$125.92 | \$128.43 | \$131.01 | \$133.63 |
| 0006 Principal Manufacturing Systems Engineer | \$155.20 | \$157.65 | \$160.81 | \$164.02 | \$167.30 |
| 0007 Information Security Analyst | \$119.07 | \$120.84 | \$123.25 | \$125.72 | \$128.24 |
| 0008 Senior Information Security Specialist | \$137.87 | \$139.84 | \$142.64 | \$145.49 | \$148.39 |
| 0009 Principal Information Security Specialist | \$156.65 | \$159.19 | \$162.37 | \$165.61 | \$168.93 |
| 0010 Senior Engineer/Scientist/Analyst | \$144.03 | \$146.33 | \$149.25 | \$152.23 | \$155.27 |
| 0011 Principal Engineer/Scientist/Analyst | \$155.23 | \$157.83 | \$160.99 | \$164.20 | \$167.49 |
| 0012 Senior Corporate Consultant | \$217.31 | \$220.62 | \$225.04 | \$229.54 | \$234.14 |
| 0013 Telecommunications Technician | \$78.62 | \$79.83 | \$81.42 | \$83.05 | \$84.72 |
| 0014 Network Engineer | \$94.17 | \$95.70 | \$97.62 | \$99.58 | \$101.57 |
| 0015 Network Architect | \$169.71 | \$172.40 | \$175.85 | \$179.37 | \$182.95 |
| 0016 Network Consultant | \$217.31 | \$221.14 | \$225.56 | \$230.08 | \$234.68 |
| 0017 Technology Updates Applications Support Technician | \$87.19 | \$88.52 | \$90.29 | \$92.09 | \$93.93 |
| 0018 Technology Updates Applications Support Analyst | \$115.67 | \$117.29 | \$119.64 | \$122.03 | \$124.47 |
| 0019 Supplemental PKI Services Applications Support Technician | \$87.19 | \$88.52 | \$90.29 | \$92.09 | \$93.93 |
| 0020 Supplemental PKI Services Applications Systems Analyst | \$118.98 | \$120.78 | \$123.18 | \$125.65 | \$128.17 |
| 0021 PKI Professional Consultant | \$254.95 | \$258.94 | \$264.12 | \$269.40 | \$274.79 |
| 0022 Forms Designer | \$108.63 | \$110.37 | \$112.58 | \$114.83 | \$117.13 |
| 0023 E-Commerce Forms Consultant | \$206.32 | \$209.49 | \$213.67 | \$217.94 | \$222.31 |
| 0024 Forms System Security Architect | \$169.22 | \$171.87 | \$175.31 | \$178.81 | \$182.40 |
| 0025 Forms Project Manager | \$223.03 | \$226.53 | \$231.06 | \$235.69 | \$240.39 |
| 0026 Forms Management Consultant | \$238.98 | \$242.56 | \$247.41 | \$252.35 | \$257.41 |
| 0027 Task Order Project Manager | \$130.81 | \$132.90 | \$135.56 | \$138.28 | \$141.04 |

| | | | | | |
|---|----------|----------|----------|----------|----------|
| 0028 Technical Project Lead | \$173.98 | \$176.57 | \$180.10 | \$183.71 | \$187.38 |
| 0029 Technology Advisor | \$223.03 | \$226.53 | \$231.06 | \$235.69 | \$240.39 |
| 0030 Information Systems Analyst | \$158.82 | \$161.36 | \$164.59 | \$167.89 | \$171.24 |
| 0031 Technology Research Specialist | \$173.28 | \$176.03 | \$179.56 | \$183.14 | \$186.81 |
| 0032 Systems Security Engineer | \$193.60 | \$197.47 | \$201.42 | \$205.45 | \$209.56 |
| 0033 Customer Service Representative | \$32.27 | \$32.93 | \$33.58 | \$34.26 | \$34.94 |
| 0034 Video Teleconferencing Communications Technician | \$85.44 | \$86.72 | \$88.45 | \$90.23 | \$92.03 |
| 0035 Network Operations Manager | \$156.14 | \$158.59 | \$161.76 | \$165.00 | \$168.30 |
| 0036 Network Operations Supervisor | \$106.81 | \$108.35 | \$110.52 | \$112.74 | \$114.98 |
| 0037 Task Order Project Supervisor | \$115.02 | \$116.86 | \$119.19 | \$121.57 | \$124.00 |
| 0038 Associate Systems Analyst/Programmer | \$75.69 | \$77.06 | \$78.59 | \$80.17 | \$81.77 |
| 0039 Documentation/Administration Support Specialist | \$40.91 | \$41.73 | \$42.57 | \$43.43 | \$44.29 |
| 0040 Junior Technical Writer | \$67.18 | \$68.50 | \$69.86 | \$71.26 | \$72.69 |
| 0041 Training Support Specialist | \$100.75 | \$102.64 | \$104.70 | \$106.79 | \$108.93 |
| 0042 Junior Systems Analyst | \$61.55 | \$62.69 | \$63.94 | \$65.23 | \$66.53 |
| 0043 Staff Logistician, Mid Level | \$61.59 | \$62.77 | \$64.02 | \$65.30 | \$66.61 |
| 0044 Senior Logistician | \$95.18 | \$96.95 | \$98.88 | \$100.86 | \$102.87 |

3.3 SIN 132-52 - Electronic Commerce and Subscription Services

3.3.1 AT&T Dedicated Internet Service Price List

| AT&T Dedicated Internet | | | |
|--|-------------|-------------------------|---------------------|
| Service | Description | GSA price with fee | |
| A. ADI Ports - Fixed Rate | | | |
| A.1. ADI Ports - Recurring Charges | | Customer Managed Router | AT&T Managed Router |
| Port Speed | | | |
| Flat Rate 1.544 Mbps | MRC | \$303.07 | \$348.21 |
| Fractional T3 10 Mbps | MRC | \$1,186.50 | \$1,753.95 |
| Fractional T3 15 Mbps | MRC | \$1,589.52 | \$2,156.98 |
| Fractional T3 20 Mbps | MRC | \$1,992.54 | \$2,560.00 |
| Fractional T3 25 Mbps | MRC | \$2,402.02 | \$2,969.47 |
| Fractional T3 30 Mbps | MRC | \$2,805.04 | \$3,372.49 |
| Fractional T3 35 Mbps | MRC | \$3,217.73 | \$3,785.19 |
| Fractional T3 40 Mbps | MRC | \$3,620.76 | \$4,188.21 |
| Fractional T3 45 Mbps | MRC | \$4,030.23 | \$4,597.68 |
| Ocx Flat Rate OC3 | MRC | \$11,478.09 | \$12,238.99 |
| Ocx Flat Rate OC12 | MRC | \$32,693.20 | \$33,857.13 |
| Ocx Flat Rate OC48 | MRC | \$126,387.91 | \$128,357.88 |
| BURSTABLE T1 - PRIVATE LINE Up to 128 Kbps | MRC | \$174.11 | \$219.24 |
| BURSTABLE T1 - PRIVATE LINE 128.01 to 256 Kbps | MRC | \$219.24 | \$264.38 |
| BURSTABLE T1 - PRIVATE LINE 256.01 to 384 Kbps | MRC | \$261.16 | \$306.30 |
| BURSTABLE T1 - PRIVATE LINE 384.01 to 512 Kbps | MRC | \$303.07 | \$348.21 |
| BURSTABLE T1 - PRIVATE LINE 512.01 to full T1 | MRC | \$364.33 | \$409.47 |
| BURSTABLE T3 - PRIVATE LINE Up to 6 Mbps | MRC | \$976.93 | \$1,167.15 |
| BURSTABLE T3 - PRIVATE LINE 6.01 to 7.5 Mbps | MRC | \$1,154.26 | \$1,721.71 |
| BURSTABLE T3 - PRIVATE LINE 7.51 to 9.0 Mbps | MRC | \$1,331.59 | \$1,899.04 |
| BURSTABLE T3 - PRIVATE LINE 9.01 to 10.5 Mbps | MRC | \$1,476.68 | \$2,044.13 |
| BURSTABLE T3 - PRIVATE LINE 10.51 to 12.0 Mbps | MRC | \$1,621.76 | \$2,189.22 |
| BURSTABLE T3 - PRIVATE LINE 12.01 to 13.5 Mbps | MRC | \$1,766.85 | \$2,334.31 |
| BURSTABLE T3 - PRIVATE LINE 13.51 to 15.0 Mbps | MRC | \$1,911.94 | \$2,479.40 |

| AT&T Dedicated Internet | | | |
|--|-------------|--------------------|-------------|
| Service | Description | GSA price with fee | |
| BURSTABLE T3 - PRIVATE LINE 15.01 to 16.5 Mbps | MRC | \$2,031.23 | \$2,598.69 |
| BURSTABLE T3 - PRIVATE LINE 16.51 to 18.0 Mbps | MRC | \$2,153.75 | \$2,721.21 |
| BURSTABLE T3 - PRIVATE LINE 18.01 to 19.5 Mbps | MRC | \$2,273.05 | \$2,840.50 |
| BURSTABLE T3 - PRIVATE LINE 19.51 to 21.0 Mbps | MRC | \$2,395.57 | \$2,963.02 |
| BURSTABLE T3 - PRIVATE LINE 21.01 to 45.0 Mbps | MRC | \$4,845.94 | \$5,413.40 |
| BURSTABLE OC3 - PRIVATE LINE Up to 35 Mbps | MRC | \$3,862.57 | \$4,430.03 |
| BURSTABLE OC3 - PRIVATE LINE 35.01 to 45 Mbps | MRC | \$4,845.94 | \$5,413.40 |
| BURSTABLE OC3 - PRIVATE LINE 45.01 to 55 Mbps | MRC | \$5,651.99 | \$6,412.90 |
| BURSTABLE OC3 - PRIVATE LINE 55.01 to 65 Mbps | MRC | \$6,464.48 | \$7,225.39 |
| BURSTABLE OC3 - PRIVATE LINE 65.01 to 75 Mbps | MRC | \$7,280.20 | \$8,041.11 |
| BURSTABLE OC3 - PRIVATE LINE 75.01 to 85 Mbps | MRC | \$8,092.70 | \$8,853.60 |
| BURSTABLE OC3 - PRIVATE LINE 85.01 to 100 Mbps | MRC | \$9,311.44 | \$10,072.34 |
| BURSTABLE OC3 - PRIVATE LINE 100.01 to 125 Mbps | MRC | \$11,342.67 | \$12,103.58 |
| BURSTABLE OC3 - PRIVATE LINE 125.01 to 155 Mbps | MRC | \$13,776.93 | \$14,537.83 |
| BURSTABLE OC12 - PRIVATE LINE Up to 75 Mbps | MRC | \$7,280.20 | \$8,041.11 |
| BURSTABLE OC12 - PRIVATE LINE 75.01 to 150 Mbps | MRC | \$12,090.68 | \$12,851.59 |
| BURSTABLE OC12 - PRIVATE LINE 150.01 to 225 Mbps | MRC | \$16,904.38 | \$17,665.29 |
| BURSTABLE OC12 - PRIVATE LINE 225.01 to 300 Mbps | MRC | \$21,708.41 | \$22,872.34 |
| BURSTABLE OC12 - PRIVATE LINE 300.01 to 375 Mbps | MRC | \$25,819.24 | \$26,983.17 |
| BURSTABLE OC12 - PRIVATE LINE 375.01 to 450 Mbps | MRC | \$29,930.08 | \$31,094.01 |
| BURSTABLE OC12 - PRIVATE LINE 450.01 to 525 Mbps | MRC | \$33,992.54 | \$35,156.47 |
| BURSTABLE OC12 - PRIVATE LINE 525.01 to 622 Mbps | MRC | \$39,238.29 | \$40,402.22 |
| BURSTABLE OC48 - PRIVATE LINE Up to 1250 Mbps | MRC | \$78,347.61 | \$80,317.58 |
| BURSTABLE OC48 - PRIVATE LINE 1251 to 1350 Mbps | MRC | \$84,457.43 | \$86,427.41 |

| AT&T Dedicated Internet | | | |
|---|-------------|--------------------|--------------|
| Service | Description | GSA price with fee | |
| BURSTABLE OC48 - PRIVATE LINE 1351 to 1450 Mbps | MRC | \$90,567.25 | \$92,537.23 |
| BURSTABLE OC48 - PRIVATE LINE 1451 to 1550 Mbps | MRC | \$96,677.08 | \$98,647.05 |
| BURSTABLE OC48 - PRIVATE LINE 1551 to 1650 Mbps | MRC | \$102,786.90 | \$104,756.88 |
| BURSTABLE OC48 - PRIVATE LINE 1651 to 1750 Mbps | MRC | \$108,896.73 | \$110,866.70 |
| BURSTABLE OC48 - PRIVATE LINE 1751 to 1850 Mbps | MRC | \$115,006.55 | \$116,976.52 |
| BURSTABLE OC48 - PRIVATE LINE 1851 to 1950 Mbps | MRC | \$121,116.37 | \$123,086.35 |
| BURSTABLE OC48 - PRIVATE LINE 1951 to 2050 Mbps | MRC | \$127,226.20 | \$129,196.17 |
| BURSTABLE OC48 - PRIVATE LINE 2051 to 2150 Mbps | MRC | \$133,336.02 | \$135,305.99 |
| BURSTABLE OC48 - PRIVATE LINE 2151 to 2250 Mbps | MRC | \$139,445.84 | \$141,415.82 |
| BURSTABLE OC48 - PRIVATE LINE 2251 to 2350 Mbps | MRC | \$145,555.67 | \$147,525.64 |
| BURSTABLE OC48 - PRIVATE LINE 2351 to 2450 Mbps | MRC | \$151,665.49 | \$153,635.47 |
| HI CAP FLEX T3 - PRIVATE LINE 2 Mbps | MRC | \$380.45 | \$570.68 |
| HI CAP FLEX T3 - PRIVATE LINE 3 Mbps | MRC | \$548.11 | \$738.34 |
| HI CAP FLEX T3 - PRIVATE LINE 4 Mbps | MRC | \$693.20 | \$883.43 |
| HI CAP FLEX T3 - PRIVATE LINE 5 Mbps | MRC | \$725.44 | \$915.67 |
| HI CAP FLEX T3 - PRIVATE LINE 6 Mbps | MRC | \$806.05 | \$996.27 |
| HI CAP FLEX T3 - PRIVATE LINE 7 Mbps | MRC | \$912.44 | \$1,479.90 |
| HI CAP FLEX T3 - PRIVATE LINE 8 Mbps | MRC | \$1,009.17 | \$1,576.62 |
| HI CAP FLEX T3 - PRIVATE LINE 9 Mbps | MRC | \$1,105.89 | \$1,673.35 |
| HI CAP FLEX T3 - PRIVATE LINE 10 Mbps | MRC | \$1,186.50 | \$1,753.95 |
| HI CAP FLEX T3 - PRIVATE LINE 15 Mbps | MRC | \$1,589.52 | \$2,156.98 |
| HI CAP FLEX T3 - PRIVATE LINE 20 Mbps | MRC | \$1,992.54 | \$2,560.00 |
| HI CAP FLEX T3 - PRIVATE LINE 25 Mbps | MRC | \$2,402.02 | \$2,969.47 |
| HI CAP FLEX T3 - PRIVATE LINE 30 Mbps | MRC | \$2,805.04 | \$3,372.49 |
| HI CAP FLEX T3 - PRIVATE LINE 35 Mbps | MRC | \$3,217.73 | \$3,785.19 |
| HI CAP FLEX T3 - PRIVATE LINE 40 Mbps | MRC | \$3,620.76 | \$4,188.21 |
| HI CAP FLEX T3 - PRIVATE LINE 45 Mbps | MRC | \$4,030.23 | \$4,597.68 |

| AT&T Dedicated Internet | | | |
|--|-------------|--------------------|-------------|
| Service | Description | GSA price with fee | |
| HI CAP FLEX OC3 - PRIVATE LINE 35 Mbps | MRC | \$3,217.73 | \$3,785.19 |
| HI CAP FLEX OC3 - PRIVATE LINE 40 Mbps | MRC | \$3,620.76 | \$4,188.21 |
| HI CAP FLEX OC3 - PRIVATE LINE 45 Mbps | MRC | \$4,030.23 | \$4,597.68 |
| HI CAP FLEX OC3 - PRIVATE LINE 60 Mbps | MRC | \$5,045.84 | \$5,806.75 |
| HI CAP FLEX OC3 - PRIVATE LINE 70 Mbps | MRC | \$5,722.92 | \$6,483.83 |
| HI CAP FLEX OC3 - PRIVATE LINE 80 Mbps | MRC | \$6,400.00 | \$7,160.91 |
| HI CAP FLEX OC3 - PRIVATE LINE 90 Mbps | MRC | \$7,077.08 | \$7,837.98 |
| HI CAP FLEX OC3 - PRIVATE LINE 100 Mbps | MRC | \$7,754.16 | \$8,515.06 |
| HI CAP FLEX OC3 - PRIVATE LINE 120 Mbps | MRC | \$9,108.31 | \$9,869.22 |
| HI CAP FLEX OC3 - PRIVATE LINE 144 Mbps | MRC | \$10,462.47 | \$11,223.38 |
| HI CAP FLEX OC3 - PRIVATE LINE 155 Mbps | MRC | \$11,478.09 | \$12,238.99 |
| HI CAP FLEX OC12 - PRIVATE LINE 70 Mbps | MRC | \$5,722.92 | \$6,483.83 |
| HI CAP FLEX OC12 - PRIVATE LINE 80 Mbps | MRC | \$6,400.00 | \$7,160.91 |
| HI CAP FLEX OC12 - PRIVATE LINE 90 Mbps | MRC | \$7,077.08 | \$7,837.98 |
| HI CAP FLEX OC12 - PRIVATE LINE 100 Mbps | MRC | \$7,754.16 | \$8,515.06 |
| HI CAP FLEX OC12 - PRIVATE LINE 120 Mbps | MRC | \$9,108.31 | \$9,869.22 |
| HI CAP FLEX OC12 - PRIVATE LINE 144 Mbps | MRC | \$10,462.47 | \$11,223.38 |
| HI CAP FLEX OC12 - PRIVATE LINE 155 Mbps | MRC | \$11,478.09 | \$12,238.99 |
| HI CAP FLEX OC12 - PRIVATE LINE 200 Mbps | MRC | \$13,525.44 | \$14,689.37 |
| HI CAP FLEX OC12 - PRIVATE LINE 250 Mbps | MRC | \$15,808.16 | \$16,972.09 |
| HI CAP FLEX OC12 - PRIVATE LINE 300 Mbps | MRC | \$18,087.66 | \$19,251.59 |
| HI CAP FLEX OC12 - PRIVATE LINE 350 Mbps | MRC | \$20,376.83 | \$21,540.76 |
| HI CAP FLEX OC12 - PRIVATE LINE 400 Mbps | MRC | \$22,659.55 | \$23,823.48 |
| HI CAP FLEX OC12 - PRIVATE LINE 450 Mbps | MRC | \$24,939.04 | \$26,102.97 |

| AT&T Dedicated Internet | | | |
|---|-------------|--------------------|--------------|
| Service | Description | GSA price with fee | |
| HI CAP FLEX OC12 - PRIVATE LINE 500 Mbps | MRC | \$27,221.76 | \$28,385.69 |
| HI CAP FLEX OC12 - PRIVATE LINE 550 Mbps | MRC | \$29,501.26 | \$30,665.19 |
| HI CAP FLEX OC12 - PRIVATE LINE 600 Mbps | MRC | \$31,783.98 | \$32,947.91 |
| HI CAP FLEX OC12 - PRIVATE LINE 622 Mbps | MRC | \$32,693.20 | \$33,857.13 |
| HI CAP FLEX OC48 - PRIVATE LINE 600 Mbps | MRC | \$31,783.98 | \$32,947.91 |
| HI CAP FLEX OC48 - PRIVATE LINE 622 Mbps | MRC | \$32,693.20 | \$33,857.13 |
| HI CAP FLEX OC48 - PRIVATE LINE 700 Mbps | MRC | \$36,346.20 | \$37,510.13 |
| HI CAP FLEX OC48 - PRIVATE LINE 800 Mbps | MRC | \$40,908.41 | \$42,072.34 |
| HI CAP FLEX OC48 - PRIVATE LINE 1250 Mbps | MRC | \$65,289.67 | \$67,259.65 |
| HI CAP FLEX OC48 - PRIVATE LINE 1550 Mbps | MRC | \$80,604.53 | \$82,574.51 |
| HI CAP FLEX OC48 - PRIVATE LINE 1850 Mbps | MRC | \$95,919.40 | \$97,889.37 |
| HI CAP FLEX OC48 - PRIVATE LINE 2150 Mbps | MRC | \$111,234.26 | \$113,204.23 |
| HI CAP FLEX OC48 - PRIVATE LINE 2450 Mbps | MRC | \$126,387.91 | \$128,357.88 |
| Additional Primary DNS Per Increment (Available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data) | MRC | \$99.75 | \$99.75 |
| Additional Secondary DNS Per Increment (Available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data) | MRC | \$99.75 | \$99.75 |
| A.2. ADI Ports - Non-Recurring Charges (per each) | | | |
| ADI Installation Charges NxT1 (3.0 Mbps – 6.0 Mbps) Tele-Install | NRC | \$0.00 | \$996.48 |
| ADI Installation Charges Tiered/Full T3 Tele-Install | NRC | \$0.00 | \$997.48 |
| ADI Installation Charges OC-X Tele-Install | NRC | \$0.00 | \$9,974.81 |
| HI CAP FLEX T3 - PRIVATE LINE 2 Mbps Incremental Usage Fee per Mbps | MRC | \$228.92 | |
| HI CAP FLEX T3 - PRIVATE LINE 3 Mbps Incremental Usage Fee per Mbps | MRC | \$219.24 | |
| HI CAP FLEX T3 - PRIVATE LINE 4 Mbps Incremental Usage Fee per Mbps | MRC | \$209.57 | |
| HI CAP FLEX T3 - PRIVATE LINE 5 Mbps | MRC | \$174.11 | |

| AT&T Dedicated Internet | | |
|---|-------------|--------------------|
| Service | Description | GSA price with fee |
| Incremental Usage Fee per Mbps | | |
| HI CAP FLEX T3 - PRIVATE LINE 6 Mbps Incremental Usage Fee per Mbps | MRC | \$161.21 |
| HI CAP FLEX T3 - PRIVATE LINE 7 Mbps Incremental Usage Fee per Mbps | MRC | \$157.98 |
| HI CAP FLEX T3 - PRIVATE LINE 8 Mbps Incremental Usage Fee per Mbps | MRC | \$151.54 |
| HI CAP FLEX T3 - PRIVATE LINE 9 Mbps Incremental Usage Fee per Mbps | MRC | \$148.31 |
| HI CAP FLEX T3 - PRIVATE LINE 10 Mbps Incremental Usage Fee per Mbps | MRC | \$145.09 |
| HI CAP FLEX T3 - PRIVATE LINE 15 Mbps Incremental Usage Fee per Mbps | MRC | \$128.97 |
| HI CAP FLEX T3 - PRIVATE LINE 20 Mbps Incremental Usage Fee per Mbps | MRC | \$122.52 |
| HI CAP FLEX T3 - PRIVATE LINE 25 Mbps Incremental Usage Fee per Mbps | MRC | \$116.07 |
| HI CAP FLEX T3 - PRIVATE LINE 30 Mbps Incremental Usage Fee per Mbps | MRC | \$112.85 |
| HI CAP FLEX T3 - PRIVATE LINE 35 Mbps Incremental Usage Fee per Mbps | MRC | \$112.85 |
| HI CAP FLEX T3 - PRIVATE LINE 40 Mbps Incremental Usage Fee per Mbps | MRC | \$109.62 |
| HI CAP FLEX OC3 - PRIVATE LINE 35 Mbps Incremental Usage Fee per Mbps | MRC | \$112.85 |
| HI CAP FLEX OC3 - PRIVATE LINE 40 Mbps Incremental Usage Fee per Mbps | MRC | \$109.62 |
| HI CAP FLEX OC3 - PRIVATE LINE 45 Mbps Incremental Usage Fee per Mbps | MRC | \$109.62 |
| HI CAP FLEX OC3 - PRIVATE LINE 60 Mbps Incremental Usage Fee per Mbps | MRC | \$103.17 |
| HI CAP FLEX OC3 - PRIVATE LINE 70 Mbps Incremental Usage Fee per Mbps | MRC | \$99.95 |
| HI CAP FLEX OC3 - PRIVATE LINE 80 Mbps Incremental Usage Fee per Mbps | MRC | \$96.73 |
| HI CAP FLEX OC3 - PRIVATE LINE 90 Mbps Incremental Usage Fee per Mbps | MRC | \$96.73 |
| HI CAP FLEX OC3 - PRIVATE LINE 100 Mbps Incremental Usage Fee per Mbps | MRC | \$93.50 |
| HI CAP FLEX OC3 - PRIVATE LINE 120 Mbps Incremental Usage Fee per Mbps | MRC | \$93.50 |
| HI CAP FLEX OC3 - PRIVATE LINE 144 Mbps Incremental Usage Fee per Mbps | MRC | \$90.28 |
| HI CAP FLEX OC12 - PRIVATE LINE 70 Mbps Incremental Usage Fee per Mbps | MRC | \$99.95 |
| HI CAP FLEX OC12 - PRIVATE LINE 80 Mbps Incremental Usage Fee per Mbps | MRC | \$96.73 |
| HI CAP FLEX OC12 - PRIVATE LINE 90 Mbps Incremental Usage Fee per Mbps | MRC | \$96.73 |

| AT&T Dedicated Internet | | |
|--|-------------|--------------------|
| Service | Description | GSA price with fee |
| Mbps Incremental Usage Fee per Mbps | | |
| HI CAP FLEX OC12 - PRIVATE LINE 100 Mbps Incremental Usage Fee per Mbps | MRC | \$93.50 |
| HI CAP FLEX OC12 - PRIVATE LINE 120 Mbps Incremental Usage Fee per Mbps | MRC | \$93.50 |
| HI CAP FLEX OC12 - PRIVATE LINE 144 Mbps Incremental Usage Fee per Mbps | MRC | \$90.28 |
| HI CAP FLEX OC12 - PRIVATE LINE 155 Mbps Incremental Usage Fee per Mbps | MRC | \$90.28 |
| HI CAP FLEX OC12 - PRIVATE LINE 200 Mbps Incremental Usage Fee per Mbps | MRC | \$83.83 |
| HI CAP FLEX OC12 - PRIVATE LINE 250 Mbps Incremental Usage Fee per Mbps | MRC | \$77.38 |
| HI CAP FLEX OC12 - PRIVATE LINE 300 Mbps Incremental Usage Fee per Mbps | MRC | \$74.16 |
| HI CAP FLEX OC12 - PRIVATE LINE 350 Mbps Incremental Usage Fee per Mbps | MRC | \$70.93 |
| HI CAP FLEX OC12 - PRIVATE LINE 400 Mbps Incremental Usage Fee per Mbps | MRC | \$70.93 |
| HI CAP FLEX OC12 - PRIVATE LINE 450 Mbps Incremental Usage Fee per Mbps | MRC | \$67.71 |
| HI CAP FLEX OC12 - PRIVATE LINE 500 Mbps Incremental Usage Fee per Mbps | MRC | \$67.71 |
| HI CAP FLEX OC12 - PRIVATE LINE 550 Mbps Incremental Usage Fee per Mbps | MRC | \$64.48 |
| HI CAP FLEX OC12 - PRIVATE LINE 600 Mbps Incremental Usage Fee per Mbps | MRC | \$64.48 |
| HI CAP FLEX OC48 - PRIVATE LINE 600 Mbps Incremental Usage Fee per Mbps | MRC | \$64.48 |
| HI CAP FLEX OC48 - PRIVATE LINE 622 Mbps Incremental Usage Fee per Mbps | MRC | \$64.48 |
| HI CAP FLEX OC48 - PRIVATE LINE 700 Mbps Incremental Usage Fee per Mbps | MRC | \$64.48 |
| HI CAP FLEX OC48 - PRIVATE LINE 800 Mbps Incremental Usage Fee per Mbps | MRC | \$64.48 |
| HI CAP FLEX OC48 - PRIVATE LINE 1250 Mbps Incremental Usage Fee per Mbps | MRC | \$64.48 |
| HI CAP FLEX OC48 - PRIVATE LINE 1550 Mbps Incremental Usage Fee per Mbps | MRC | \$64.48 |
| HI CAP FLEX OC48 - PRIVATE LINE 1850 Mbps Incremental Usage Fee per Mbps | MRC | \$64.48 |
| HI CAP FLEX OC48 - PRIVATE LINE 2150 Mbps Incremental Usage Fee per Mbps | MRC | \$64.48 |

3.3.2 Managed (R)egistered e-Mail Service Price List

| MANUFACTURER | SIN | MODEL NO. | CATEGORY | PRODUCT DESCRIPTION | MRC, unless otherwise noted | COUNTRY OF ORIGIN | WARRANTY |
|--------------|--------|-------------|-----------------------------------|--|-----------------------------|-------------------|----------|
| RPost | 132-52 | | RPost 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 (100-500 Seats) | \$2,285.28 | US | 90 days |
| RPost | 132-52 | Basic - 10 | | Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 6-10 Seat Blocks (501-1000 Seats) | \$2,164.97 | US | 90 days |
| RPost | 132-52 | Basic - 50 | | Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 11-50 Seat Blocks (1,001-5,000 Seats) | \$2,044.72 | US | 90 days |
| RPost | 132-52 | Basic - 100 | | Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 51-100 Seat Blocks (5,001-10,000 Seats) | \$1,924.45 | US | 90 days |
| RPost | 132-52 | Basic - 200 | | Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 101-200 Seat Blocks (10,001-20,000 Seats) | \$1,804.17 | US | 90 days |

| MANUFACTURER | SIN | MODEL NO. | CATEGORY | PRODUCT DESCRIPTION | MRC, unless otherwise noted | COUNTRY OF ORIGIN | WARRANTY |
|--------------|--------|-------------|---|---|-----------------------------|-------------------|----------|
| RPost | 132-52 | Basic - 500 | | Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 201-500 Seat Blocks (20,001-50,000 Seats) | \$1,683.87 | US | 90 days |
| RPost | 132-52 | Basic-Plus | | Basic Service Package Enterprise License: Sold in Seat Blocks of 100 Seats. 501+Seat Blocks (50,001 Seats and above) | \$1,563.61 | US | 90 days |
| | 132-52 | | Premium FOUO 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. | \$48,111.13 | US | 90 days |
| | 132-52 | | Labor Category | RPost Support Technician (Per Hour) - 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 | \$240.55 | US | 90 days |

| MANUFACTURER | SIN | MODEL NO. | CATEGORY | PRODUCT DESCRIPTION | MRC, unless otherwise noted | COUNTRY OF ORIGIN | WARRANTY |
|--------------|-----|-----------|----------|--|-----------------------------|-------------------|----------|
| | | | | Basic Customer Support Package - administrative account. E-mail support: Mean Time to Repair - 24 hours, available days a week. Telephone Support (2 phone calls per month not to exceed 1 hour per call) - 7 AM x 7PM EST Monday through Friday | \$721.66 | US | 90 days |
| | | | | Premium Customer Support Package - per administrative account. E-mail Support: Mean Time to Repair - 12 hours, available 7 days a week. Interactive Web Support - 7AM x 7PM EST Monday through Friday. Telephone Support - Unlimited calls 7AM x 7PM EST Monday through Friday | \$1,731.98 | US | 90 days |

3.3.3 AT&T Virtual Private Network (AVPN) Service with MRS Option Price List

AVPN

| PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA OFFER PRICE (inclusive of the .75% IFF) |
|--------------|---------------------|-----|---|
| AVPN Port | 1.5M IP | MRC | \$ 200.40 |
| AVPN Port | 3M Ethernet | MRC | \$ 302.87 |
| AVPN Port | 4.632M IP | MRC | \$ 395.37 |
| AVPN Port | 5M IP, Ethernet | MRC | \$ 302.87 |
| AVPN Port | 6M Ethernet | MRC | \$ 302.87 |
| AVPN Port | 7.720M IP | MRC | \$ 684.63 |
| AVPN Port | 9M Ethernet | MRC | \$ 302.87 |
| AVPN Port | 10M IP, Ethernet | MRC | \$ 302.87 |
| AVPN Port | 10.752/10.808M Ip | MRC | \$ 825.19 |
| AVPN Port | 12.288/12.352M IP | MRC | \$ 888.66 |
| AVPN Port | 15M IP | MRC | \$ 915.87 |
| AVPN Port | 20M IP, Ethernet | MRC | \$ 392.64 |
| AVPN Port | 25M IP | MRC | \$ 1,242.32 |
| AVPN Port | 30M IP, Ethernet | MRC | \$ 597.58 |
| AVPN Port | 45M IP | MRC | \$ 1,804.53 |
| AVPN Port | 50M IP, Ethernet | MRC | \$ 597.58 |
| AVPN Port | 75M IP | MRC | \$ 2,860.96 |
| AVPN Port | 100M IP, Ethernet | MRC | \$ 803.43 |
| AVPN Port | 150M | MRC | \$ 1,342.07 |
| AVPN Port | 155M | MRC | \$ 5,159.70 |
| AVPN Port | 200M | MRC | \$ 2,108.31 |
| AVPN Port | 250M | MRC | \$ 2,108.31 |
| AVPN Port | 300M | MRC | \$ 2,566.25 |
| AVPN Port | 400M | MRC | \$ 2,566.25 |
| AVPN Port | 450M | MRC | \$ 2,797.48 |
| AVPN Port | 500M | MRC | \$ 2,797.48 |
| AVPN Port | 600M | MRC | \$ 3,092.19 |
| AVPN Port | 622M | MRC | \$ 13,706.30 |
| AVPN Port | 700M | MRC | \$ 5,141.56 |
| AVPN Port | 800M | MRC | \$ 5,141.56 |
| AVPN Port | 900M | MRC | \$ 5,141.56 |
| AVPN Port | 1G | MRC | \$ 5,141.56 |
| AVPN Port | 2G | MRC | \$ 5,651.18 |
| AVPN Port | 2.5G | MRC | \$ 6,161.71 |
| AVPN Port | 3G | MRC | \$ 6,161.71 |
| AVPN Port | 3.5G | MRC | \$ 6,161.71 |

| PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA OFFER PRICE (inclusive of the .75% IFF) |
|----------------------|------------------------|-----|---|
| AVPN Port | 4G | MRC | \$ 6,161.71 |
| AVPN Port | 4.5G | MRC | \$ 6,161.71 |
| AVPN Port | 5G | MRC | \$ 6,161.71 |
| AVPN Port | 5.5G | MRC | \$ 6,671.34 |
| AVPN Port | 6G | MRC | \$ 6,671.34 |
| AVPN Port | 6.5G | MRC | \$ 6,671.34 |
| AVPN Port | 7G | MRC | \$ 6,671.34 |
| AVPN Port | 7.5G | MRC | \$ 6,671.34 |
| AVPN Port | 8G | MRC | \$ 6,671.34 |
| AVPN Port | 8.5G | MRC | \$ 6,671.34 |
| AVPN Port | 9G | MRC | \$ 6,671.34 |
| AVPN Port | 9.5G | MRC | \$ 6,671.34 |
| AVPN Port | 10G | MRC | \$ 6,671.34 |
| AVPN Port | Port Activation Charge | NRC | \$ 1,000.00 |
| AVPN Port | Port Change Charge | NRC | \$ 1,000.00 |
| AVPN Port | Port Due Date Change | NRC | \$ 500.00 |
| AVPN Port | Port Expedite Charge | NRC | \$ 500.00 |
| AVPN Unilink feature | 1.544K | MRC | \$ 19.95 |
| AVPN Unilink feature | 3M | MRC | \$ 29.92 |
| AVPN Unilink feature | 4.632M | MRC | \$ 39.90 |
| AVPN Unilink feature | 5M | MRC | \$ 29.92 |
| AVPN Unilink feature | 6M | MRC | \$ 29.92 |
| AVPN Unilink feature | 7.720M | MRC | \$ 68.92 |
| AVPN Unilink feature | 9M | MRC | \$ 29.92 |
| AVPN Unilink feature | 10M | MRC | \$ 29.92 |
| AVPN Unilink feature | 10.808M | MRC | \$ 82.52 |
| AVPN Unilink feature | 12.352M | MRC | \$ 88.87 |
| AVPN Unilink feature | 15M | MRC | \$ 91.59 |
| AVPN Unilink feature | 20M | MRC | \$ 38.99 |
| AVPN Unilink feature | 25M | MRC | \$ 124.23 |
| AVPN Unilink feature | 30M | MRC | \$ 59.85 |
| AVPN Unilink feature | 45M | MRC | \$ 180.45 |
| AVPN Unilink feature | 50M | MRC | \$ 59.85 |
| AVPN Unilink feature | 75M | MRC | \$ 286.55 |
| AVPN Unilink feature | 100M | MRC | \$ 80.71 |
| AVPN Unilink feature | 150M | MRC | \$ 134.21 |
| AVPN Unilink feature | 155M | MRC | \$ 515.97 |
| AVPN Unilink feature | 200M | MRC | \$ 211.28 |
| AVPN Unilink feature | 250M | MRC | \$ 211.28 |

| PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA OFFER PRICE (inclusive of the .75% IFF) |
|-------------------------------|---------------------|-----|---|
| AVPN Unilink feature | 300M | MRC | \$ 256.62 |
| AVPN Unilink feature | 400M | MRC | \$ 256.62 |
| AVPN Unilink feature | 450M | MRC | \$ 280.20 |
| AVPN Unilink feature | 500M | MRC | \$ 280.20 |
| AVPN Unilink feature | 600M | MRC | \$ 309.22 |
| AVPN Unilink feature | 622M | MRC | \$ 1,371.08 |
| AVPN Unilink feature | 700M | MRC | \$ 514.16 |
| AVPN Unilink feature | 800M | MRC | \$ 514.16 |
| AVPN Unilink feature | 900M | MRC | \$ 514.16 |
| AVPN Unilink feature | 1G | MRC | \$ 514.16 |
| AVPN Unilink feature | 2G | MRC | \$ 564.94 |
| AVPN Unilink feature | 2.5G | MRC | \$ 616.62 |
| AVPN Unilink feature | 3G | MRC | \$ 616.62 |
| AVPN Unilink feature | 3.5G | MRC | \$ 616.62 |
| AVPN Unilink feature | 4G | MRC | \$ 616.62 |
| AVPN Unilink feature | 4.5G | MRC | \$ 616.62 |
| AVPN Unilink feature | 5G | MRC | \$ 616.62 |
| AVPN Unilink feature | 5.5G | MRC | \$ 667.41 |
| AVPN Unilink feature | 6G | MRC | \$ 667.41 |
| AVPN Unilink feature | 6.5G | MRC | \$ 667.41 |
| AVPN Unilink feature | 7G | MRC | \$ 667.41 |
| AVPN Unilink feature | 7.5G | MRC | \$ 667.41 |
| AVPN Unilink feature | 8G | MRC | \$ 667.41 |
| AVPN Unilink feature | 8.5G | MRC | \$ 667.41 |
| AVPN Unilink feature | 9G | MRC | \$ 667.41 |
| AVPN Unilink feature | 9.5G | MRC | \$ 667.41 |
| AVPN Unilink feature | 10G | MRC | \$ 667.41 |
| AVPN Service diversity option | 1.544K | MRC | \$ 9.97 |
| AVPN Service diversity option | 3.088M | MRC | \$ 15.42 |
| AVPN Service diversity option | 4.632M | MRC | \$ 19.95 |
| AVPN Service diversity option | 5M | MRC | \$ 15.42 |
| AVPN Service diversity option | 6.176M | MRC | \$ 23.58 |
| AVPN Service diversity option | 7.720M | MRC | \$ 34.46 |
| AVPN Service diversity option | 9.264M | MRC | \$ 38.09 |
| AVPN Service diversity option | 10M | MRC | \$ 15.42 |
| AVPN Service diversity option | 10.808M | MRC | \$ 41.71 |
| AVPN Service diversity option | 12.352M | MRC | \$ 44.43 |
| AVPN Service diversity option | 15M | MRC | \$ 46.25 |
| AVPN Service diversity option | 20M | MRC | \$ 19.95 |

| PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA OFFER PRICE (inclusive of the .75% IFF) |
|-------------------------------|---------------------|-----|---|
| AVPN Service diversity option | 25M | MRC | \$ 62.57 |
| AVPN Service diversity option | 30M | MRC | \$ 29.92 |
| AVPN Service diversity option | 45M | MRC | \$ 90.68 |
| AVPN Service diversity option | 50M | MRC | \$ 29.92 |
| AVPN Service diversity option | 75M | MRC | \$ 143.27 |
| AVPN Service diversity option | 100M | MRC | \$ 39.90 |
| AVPN Service diversity option | 155M | MRC | \$ 258.44 |
| AVPN Service diversity option | 622M | MRC | \$ 685.54 |
| AVPN POP diversity option | 1.544K | MRC | \$ 19.95 |
| AVPN POP diversity option | 3.088M | MRC | \$ 30.83 |
| AVPN POP diversity option | 3M | MRC | \$ 29.92 |
| AVPN POP diversity option | 4.5M | MRC | \$ 39.90 |
| AVPN POP diversity option | 5M | MRC | \$ 29.92 |
| AVPN POP diversity option | 6M | MRC | \$ 29.92 |
| AVPN POP diversity option | 7.5M | MRC | \$ 68.92 |
| AVPN POP diversity option | 9M | MRC | \$ 29.92 |
| AVPN POP diversity option | 10M | MRC | \$ 29.92 |
| AVPN POP diversity option | 10.5M | MRC | \$ 82.52 |
| AVPN POP diversity option | 12M | MRC | \$ 88.87 |
| AVPN POP diversity option | 15M | MRC | \$ 91.59 |
| AVPN POP diversity option | 20M | MRC | \$ 38.99 |
| AVPN POP diversity option | 25M | MRC | \$ 124.23 |
| AVPN POP diversity option | 30M | MRC | \$ 59.85 |
| AVPN POP diversity option | 45M | MRC | \$ 180.45 |
| AVPN POP diversity option | 50M | MRC | \$ 59.85 |
| AVPN POP diversity option | 75M | MRC | \$ 286.55 |
| AVPN POP diversity option | 100M | MRC | \$ 80.71 |
| AVPN POP diversity option | 150M | MRC | \$ 134.21 |
| AVPN POP diversity option | 155M | MRC | \$ 515.97 |
| AVPN POP diversity option | 200M | MRC | \$ 211.28 |
| AVPN POP diversity option | 250M | MRC | \$ 211.28 |
| AVPN POP diversity option | 300M | MRC | \$ 256.62 |
| AVPN POP diversity option | 400M | MRC | \$ 256.62 |
| AVPN POP diversity option | 450M | MRC | \$ 280.20 |
| AVPN POP diversity option | 500M | MRC | \$ 280.20 |
| AVPN POP diversity option | 600M | MRC | \$ 309.22 |
| AVPN POP diversity option | 622M | MRC | \$ 1,371.08 |
| AVPN POP diversity option | 700M | MRC | \$ 514.16 |
| AVPN POP diversity option | 800M | MRC | \$ 514.16 |

| PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA OFFER PRICE (inclusive of the .75% IFF) |
|--|--|-----|---|
| AVPN POP diversity option | 900M | MRC | \$ 514.16 |
| AVPN POP diversity option | 1G | MRC | \$ 514.16 |
| Unilink, SDO, PDO - Non-Recurring Charges | Unilink Activation | NRC | \$ 100.00 |
| Unilink, SDO, PDO - Non-Recurring Charges | Service Diversity Activation | NRC | \$ 500.00 |
| Unilink, SDO, PDO - Non-Recurring Charges | Service Diversity Config Change | NRC | \$ 100.00 |
| Unilink, SDO, PDO - Non-Recurring Charges | POP Diversity Activation | NRC | \$ 1,000.00 |
| Routers - AT&T Managed, AT&T Owned | Basic Router | MRC | \$ 208.56 |
| Routers - AT&T Managed, AT&T Owned | Small Router | MRC | \$ 226.70 |
| Routers - AT&T Managed, AT&T Owned | Medium Router | MRC | \$ 276.57 |
| Routers - AT&T Managed, AT&T Owned | Large Router | MRC | \$ 525.94 |
| Routers - AT&T Managed, AT&T Owned | XL Router | MRC | \$ 661.96 |
| Router Features - AT&T Managed, AT&T Owned | Additional Protocol Support - per card | MRC | \$ 22.67 |
| Router Features - AT&T Managed, AT&T Owned | Additional Serial Port - per card | MRC | \$ 13.60 |
| Router Features - AT&T Managed, AT&T Owned | Additional LAN Port - per card | MRC | \$ 104.28 |
| Router Features - AT&T Managed, AT&T Owned | Additional Memory up to XL - per card | MRC | \$ 40.81 |
| Router Features - AT&T Managed, AT&T Owned | ISDN Backup BRI - per card | MRC | \$ 27.20 |
| Router Features - AT&T Managed, AT&T Owned | ISDN Backup PRI - per card | MRC | \$ 90.68 |
| Router Features - AT&T Managed, AT&T Owned | Multicast - per router | MRC | \$ - |
| Router Internal CSU - AT&T Managed, AT&T Owned | T1 - Per Connection | MRC | \$ 36.27 |
| Router Internal CSU - AT&T Managed, AT&T Owned | NxT1 - Per T1 | MRC | \$ 40.81 |
| Router Internal CSU - AT&T Managed, AT&T Owned | T3/DS3 - Per Connection | MRC | \$ 281.11 |
| Managed Router, Router Features, Router Internal CSU - Non-Recurring Charges, AT&T Owned | Router Activation - per router | NRC | \$ 1,500.00 |
| Managed Router, Router Features, Router Internal CSU - Non-Recurring Charges, AT&T Owned | Due Date Change - per router | NRC | \$ 500.00 |
| Managed Router, Router Features, Router Internal CSU - Non-Recurring Charges, AT&T Owned | Expedite - Port/Cpe - per Port/CPE | NRC | \$ 500.00 |

| PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA OFFER PRICE (inclusive of the .75% IFF) |
|--|---|-----|---|
| AT&T Owned | | | |
| Managed Router, Router Features, Router Internal CSU - Non-Recurring Charges, AT&T Owned | Feature Activation - per router onsite change | NRC | \$ 1,500.00 |
| AT&T Owned and Managed Probes (External CSU) | T1/E1 | MRC | \$ 95.21 |
| AT&T Owned and Managed Probes (External CSU) | NxT1/E1 | MRC | \$ 562.22 |
| AT&T Owned and Managed Probes (External CSU) | T3/DS3 | MRC | \$ 1,133.50 |
| AT&T Owned & Managed Probes (External CSU) - Non-Recurring Charges | Activation T1 and Under | NRC | \$ 1,500.00 |
| AT&T Owned & Managed Probes (External CSU) - Non-Recurring Charges | Activation High Speed | NRC | \$ 1,500.00 |
| Reports | Network Performance Report | MRC | \$ - |
| Reports | Managed Enhanced Reports | MRC | \$ 136.02 |

T1 Access

| PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA OFFER PRICE (inclusive of the .75% IFF) |
|--------------------|---------------------|--------------|---|
| T1 Access Region 1 | 0 Mile | MRC | \$ 119.70 |
| T1 Access Region 1 | 1 - 5 Miles | MRC | \$ 150.73 |
| T1 Access Region 1 | 6 - 10 Miles | MRC | \$ 164.92 |
| T1 Access Region 1 | 11 - 20 Miles | MRC | \$ 204.82 |
| T1 Access Region 1 | 21 - 50 Miles | MRC | \$ 292.59 |
| T1 Access Region 1 | 50+ Miles | MRC | \$ 221.66 |
| T1 Access Region 1 | Per mile beyond 50 | MRC per mile | \$ 2.88 |
| T1 Access Region 2 | 0 Mile | MRC | \$ 152.34 |
| T1 Access Region 2 | 1 - 5 Miles | MRC | \$ 191.84 |
| T1 Access Region 2 | 6 - 10 Miles | MRC | \$ 209.89 |
| T1 Access Region 2 | 11 - 20 Miles | MRC | \$ 260.68 |
| T1 Access Region 2 | 21 - 50 Miles | MRC | \$ 372.39 |
| T1 Access Region 2 | 50+ Miles | MRC | \$ 282.12 |
| T1 Access Region 2 | Per mile beyond 50 | MRC per mile | \$ 3.67 |
| T1 Access Region 3 | 0 Mile | MRC | \$ 155.06 |
| T1 Access Region 3 | 1 - 5 Miles | MRC | \$ 195.26 |
| T1 Access Region 3 | 6 - 10 Miles | MRC | \$ 213.64 |
| T1 Access Region 3 | 11 - 20 Miles | MRC | \$ 265.33 |
| T1 Access Region 3 | 21 - 50 Miles | MRC | \$ 379.04 |

| PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA OFFER PRICE (inclusive of the .75% IFF) |
|--------------------|---------------------|--------------|---|
| T1 Access Region 3 | 50+ Miles | MRC | \$ 287.15 |
| T1 Access Region 3 | Per mile beyond 50 | MRC per mile | \$ 3.74 |
| T1 Access Region 4 | 0 Mile | MRC | \$ 119.70 |
| T1 Access Region 4 | 1 - 5 Miles | MRC | \$ 150.73 |
| T1 Access Region 4 | 6 - 10 Miles | MRC | \$ 164.92 |
| T1 Access Region 4 | 11 - 20 Miles | MRC | \$ 204.82 |
| T1 Access Region 4 | 21 - 50 Miles | MRC | \$ 292.59 |
| T1 Access Region 4 | 50+ Miles | MRC | \$ 221.66 |
| T1 Access Region 4 | Per mile beyond 50 | MRC per mile | \$ 2.88 |
| T1 Access Region 5 | 0 Mile | MRC | \$ 119.70 |
| T1 Access Region 5 | 1 - 5 Miles | MRC | \$ 150.73 |
| T1 Access Region 5 | 6 - 10 Miles | MRC | \$ 164.92 |
| T1 Access Region 5 | 11 - 20 Miles | MRC | \$ 204.82 |
| T1 Access Region 5 | 21 - 50 Miles | MRC | \$ 292.59 |
| T1 Access Region 5 | 50+ Miles | MRC | \$ 221.66 |
| T1 Access Region 5 | Per mile beyond 50 | MRC per mile | \$ 2.88 |
| T1 Access Region 6 | 0 Mile | MRC | \$ 125.14 |
| T1 Access Region 6 | 1 - 5 Miles | MRC | \$ 157.58 |
| T1 Access Region 6 | 6 - 10 Miles | MRC | \$ 172.41 |
| T1 Access Region 6 | 11 - 20 Miles | MRC | \$ 214.13 |
| T1 Access Region 6 | 21 - 50 Miles | MRC | \$ 305.89 |
| T1 Access Region 6 | 50+ Miles | MRC | \$ 231.74 |
| T1 Access Region 6 | Per mile beyond 50 | MRC per mile | \$ 3.01 |
| T1 Access Region 7 | 0 Mile | MRC | \$ 119.70 |
| T1 Access Region 7 | 1 - 5 Miles | MRC | \$ 150.73 |
| T1 Access Region 7 | 6 - 10 Miles | MRC | \$ 164.92 |
| T1 Access Region 7 | 11 - 20 Miles | MRC | \$ 204.82 |
| T1 Access Region 7 | 21 - 50 Miles | MRC | \$ 292.59 |
| T1 Access Region 7 | 50+ Miles | MRC | \$ 221.66 |
| T1 Access Region 7 | Per mile beyond 50 | MRC per mile | \$ 2.88 |

| T1 Region conversion | |
|----------------------|---|
| REGION | States by Region |
| 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, Utah, Washington, Wyoming |
| REGION 7 | California, Nevada |

3.3.4 AT&T NetBond® for Cloud Price List

| PRODUCT DESCRIPTION | Unit (Hr, Month, Each, etc.) | GSA Price with Fee (inclusive of the .75% IFF) |
|---|------------------------------|--|
| NetBond Minimum Bandwidth Commitment - 1M | Month | \$509.57 |
| NetBond Minimum Bandwidth Commitment - 3M | Month | \$509.57 |
| NetBond Minimum Bandwidth Commitment - 10M | Month | \$509.57 |
| NetBond Minimum Bandwidth Commitment - 25M | Month | \$770.78 |
| NetBond Minimum Bandwidth Commitment - 40M | Month | \$1,070.53 |
| NetBond Minimum Bandwidth Commitment - 100M | Month | \$1,160.45 |
| NetBond Minimum Bandwidth Commitment - 155M | Month | \$1,712.85 |
| NetBond Minimum Bandwidth Commitment - 300M | Month | \$2,569.27 |
| NetBond Minimum Bandwidth Commitment - 600M | Month | \$4,453.40 |
| NetBond Minimum Bandwidth Commitment - 800M | Month | \$5,224.18 |
| NetBond Minimum Bandwidth Commitment - 1000M | Month | \$5,909.32 |
| NetBond Minimum Bandwidth Commitment - 2000M | Month | \$8,264.48 |
| NetBond Minimum Bandwidth Commitment - 3000M | Month | \$8,564.23 |
| NetBond Minimum Bandwidth Commitment - 4000M | Month | \$9,591.94 |
| NetBond Minimum Bandwidth Commitment - 5000M | Month | \$10,790.93 |
| NetBond Overage per Kbps - 1M Minimum Bandwidth Commitment | per Kbps per Month | \$0.086 |
| NetBond Overage per Kbps - 3M Minimum Bandwidth Commitment | per Kbps per Month | \$0.086 |
| NetBond Overage per Kbps - 10M Minimum Bandwidth Commitment | per Kbps per Month | \$0.086 |
| NetBond Overage per Kbps - 25M Minimum Bandwidth Commitment | per Kbps per Month | \$0.060 |
| NetBond Overage per Kbps - 40M Minimum Bandwidth Commitment | per Kbps per Month | \$0.026 |
| NetBond Overage per Kbps - 100M Minimum Bandwidth Commitment | per Kbps per Month | \$0.026 |
| NetBond Overage per Kbps - 155M Minimum Bandwidth Commitment | per Kbps per Month | \$0.026 |
| NetBond Overage per Kbps - 300M Minimum Bandwidth Commitment | per Kbps per Month | \$0.026 |
| NetBond Overage per Kbps - 600M Minimum Bandwidth Commitment | per Kbps per Month | \$0.009 |
| NetBond Overage per Kbps - 800M Minimum Bandwidth Commitment | per Kbps per Month | \$0.009 |
| NetBond Overage per Kbps - 1000M Minimum Bandwidth Commitment | per Kbps per Month | \$0.009 |
| NetBond Overage per Kbps - 2000M Minimum Bandwidth Commitment | per Kbps per Month | \$0.005 |
| NetBond Overage per Kbps - 3000M Minimum Bandwidth Commitment | per Kbps per Month | \$0.005 |
| NetBond Overage per Kbps - 4000M Minimum Bandwidth Commitment | per Kbps per Month | \$0.003 |
| NetBond Overage per Kbps - 5000M Minimum Bandwidth Commitment | per Kbps per Month | \$0.003 |

AT&T Note: Overage Charges are applied as follows:

The capacity commitment in Mbps is selected, which is a fixed rate. Overage rates will apply for sustained capacity over the commitment levels. Capacity Overage is measured in megabits per second (Mbps) for a VNC during a billing month as follows:

- The aggregate total of all bits transmitted across the VNC (for all VLANs on a VNC) is measured, separately for each direction (inbound to and outbound from the cloud computing platform), in bits for each five minute period during the month.
- Each measured aggregate total of all bits transmitted across the VNC during a five minute period is divided by 300 seconds, to obtain a bandwidth measurement in bits per second.
- The total bandwidth measurements for each 5 minute measurement period in the month are ranked in order and compared to determine the 95th percentile measurement. Separate calculations are performed for inbound and outbound measurements, to determine the 95th percentile measurement for each category.
- The larger 95th percentile measurement (inbound as compared to outbound) is selected as the measurement for determination of Capacity Overage.
- The selected measurement is divided by 1,000,000 to obtain the Capacity Overage, expressed in Mbps.
- The customer is billed their Minimum Bandwidth Commitment (as per the green graphic above) plus any applicable additional usage above their MBC ("Overage").

4 Terms and Conditions

4.1 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.

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.

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.

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 forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply.

- 4.2 **Fees and Surcharges.** The government generally will pay all allowable government-imposed and regulatory-based fees and surcharges applicable to telecommunications services delivered under this contract at the agency ordering level with the following exceptions:

- Fees and surcharges from which the Federal Government is expressly exempt under the authorizing state statute or local ordinance.
- Any fee or surcharge whose legal incidence is on the Federal Government.
- Any fee or surcharge that includes or allows for the recovery of vendor's administrative costs regardless if the vendor recovers those costs

Fees and surcharges are not included in the GSA Schedule Price, and shall be billed separately.

The contractor will provide sufficient information, upon request, to allow the Contracting Officer for the ordering activity to establish that the fees and surcharges listed above, both at award and throughout the life of the task order are:

- a. Not fees and surcharges from which the Government is exempt, and;
- b. Fair and reasonable, and
- c. Limited to the pass through of actual costs or imposed costs associated with the fees and surcharges (compensation for administrative costs is not permitted), and
- d. No greater than those charged to similarly situated customers; and
- e. No greater than what would be charged under an equal pro-rata allocation among all of the contractor's customers for services subject to the charges. The information required in support of the above requirements (a-e) shall include, but not be limited to:
 1. A copy of the contractor's FCC Form 499A, Telecommunications Reporting Worksheet, or its successor, which will be considered proprietary information of the contractor, and
 2. Documentation supporting the fact that the fees and surcharges collected under this contract and/or task order do not exceed the actual amount paid out by the contractor resulting from its provision of the services provided.

New fees and surcharges may be permitted by the ordering activity but only when satisfying requirements a through e above.

- 4.3 **Billing.** Unless a Service Publication or customer order specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer
- 4.4 **Term and Exercise of Option Periods.** Unless otherwise specified in the Customer Order, 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 three (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.
- d) THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

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 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.

THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

- 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 any third-party claim against Customer, its Affiliates and its and their respective employees and directors and 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 intervene in the suit with an attorney of its choice and at its expense.

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 Fraud or Abuse. AT&T may suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable but no longer than 3 business days, 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. The suspension will be ended as soon as the fraud or abuse has been remedied. Customer may be entitled to a pro rata credit of applicable fees during the period of suspension subject to resolution of any contract claim AT&T may have against the Customer for the Customer's fraud, unlawful use of the Service, abuse or misuse of AT&T's network or Service, or interference with another customer's use of AT&T's network or services. Either party may terminate consistent with the terms of the Schedule contract.

Infringing Services. If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option seek to terminate the affected Services or Service Components in accordance with the terms of this Agreement without liability other than as stated in Section 7.1 (AT&T's Obligations).

Hazardous Materials. If AT&T encounters any Hazardous Materials at the Site, AT&T may with notice to the Customer suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law. Customer may be entitled to a pro rata credit of applicable fees during the period of suspension subject to resolution of any contract claim AT&T may have against the Customer for exposure to Hazardous Materials. Either party may terminate consistent with the terms of the Schedule contract.

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 reasonable 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 this Agreement or to the provision of Services without the prior written consent of the other party. It is understood that these terms will be published on the GSA eLibrary website as part of AT&T's Price List. AT&T also consents to the publication of the award of contract in the required public data bases (FEDBIZOPPS and FPDS-NG).

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 to the extent permitted by law.
- 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.

4.1.1 AT&T Acceptable Use Policy

Introduction

AT&T is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission and text messaging and preserving for all of its Customers the ability to use AT&T's network and the Internet without interference or harassment from other users. The AT&T Acceptable Use Policy ("AUP") is designed to help achieve these goals.

Customer(s) agrees to comply with this Acceptable Use Policy and to remain responsible for its users.

Scope of the AUP

The AUP applies to the AT&T services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

Prohibited Activities

General Prohibitions: AT&T prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of AT&T's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from the AT&T-branded website or from a website that contains AT&T-branded content is a violation of this AUP.

Unlawful Activities: IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of AT&T or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize AT&T provided web hosting, AT&T reserves the right to decline to provide such services if the content is determined by AT&T to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors: AT&T complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for

Missing and Exploited Children. For more information about online safety, visit www.ncmec.org or www.att.com/safety.

Child Pornography: IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to AT&T at the following e-mail address: cp@abuse-att.net. AT&T will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/E-mail/Usenet Abuse: Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP. Spam/E-mail or Usenet abuse is prohibited using IP Services. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" – to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the AT&T network or of the networks with which AT&T interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;

- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of AT&T's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to AT&T's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. AT&T has no responsibility for any material created on the AT&T's network or accessible using IP Services, including content provided

on third-party websites linked to the AT&T network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by AT&T of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP may result in AT&T taking actions anywhere from a warning to a suspension or termination of Customer's IP Services. When feasible, AT&T may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

AT&T reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped, or when AT&T reasonably determines that the Customer's use of the affected IP Services may: (1) expose AT&T to sanctions, prosecution, civil action or any other liability; (2) cause harm to or interfere with the integrity or normal operations of AT&T's network or networks with which AT&T is interconnected; (3) interfere with another AT&T Customer's use of IP Services or the Internet; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to AT&T or AT&T Customers. AT&T agrees to provide Customer with as much advance notice as is reasonably practicable but no longer than 3 business days. Customer may be entitled to a pro rata credit of applicable fees during the period of suspension subject to resolution of any contract claim AT&T may have against the Customer for the Customer's fraud, unlawful use of the Service, abuse or misuse of AT&T's network or Service, or interference with another customer's use of AT&T's network or services. Either party may terminate consistent with the terms of the Schedule contract.

Copyright Infringement & Digital Millennium Copyright Act

AT&T respects the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA" found at 17 U.S.C. § 512) provides that owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may report alleged infringements to service providers like AT&T. In accordance with the DMCA and other applicable laws, AT&T maintains a policy that provides for the termination of IP Services, under appropriate circumstances, if Customers are found to be a repeat infringer and/or if Customers' IP Services are used repeatedly for infringement (the "Repeat Infringer Policy"). AT&T may terminate IP Services consistent with the Schedule contract.

AT&T has no obligation to investigate possible copyright infringements with respect to materials transmitted by Customer or any other users of the IP Services. However, AT&T will process valid notifications of claimed infringement under the DMCA, and continued receipt of infringement notifications for Customer's account will be used as a factor in determining whether Customer is a repeat infringer. In addition, AT&T may voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs.

Incident Reporting

Any complaints (other than claims of copyright infringement) regarding violation of this AUP by an AT&T Customer (or its user) should be directed to abuse@att.net. Where possible, include details that would assist AT&T in investigating and resolving such complaint (e.g., expanded headers, IP address(s), a copy of the offending transmission and any log files).

DMCA Copyright Notifications:

Pursuant to 17 U.S.C. §§ 512(b)–(d), a copyright holder may send AT&T a valid notification of claimed copyright infringement under the DMCA. For further information regarding such notifications, see <https://www.att.com/legal/terms.dmca.html>. AT&T's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Manager of Security & Copyright Infringement 1800
Perimeter Park Drive, Suite 100
Morrisville, NC 27560
E-mail: copyright@att.com

Due to the substantial volume of notifications of claimed infringement that AT&T receives and processes, we are unable to accept notices of alleged copyright infringement via this designated agent or email address other than notifications of claimed infringement sent pursuant to Sections 512(b)–(d).

AT&T also provides transitory digital network communications services, pursuant to 17 U.S.C. § 512(a). In connection with such services, AT&T provides an online form that copyright holders should use to send notifications related to alleged copyright infringement by its users based on the standards of the Automated Copyright Notice System (ANCS). Copyright holders should use this online form to submit complaints related to alleged peer-to-peer file sharing (i.e. sharing media files via peer-to-peer networking technology), or other forms of copyright notice other than those sent pursuant to Sections 512(b)–(d) of the DMCA ("ISP Conduit Notices"). By submitting complaints using this online form, we are able to more efficiently manage and process ISP Conduit Notices. Due to the substantial volume of copyright notices that AT&T receives, we are unable to guarantee processing of ISP Conduit Notices that are sent by other means. Copyright holders can access AT&T's online form at att.com/p2pnotices. Please note that copyright holders must complete all fields in the online form before submitting.

Contact Information: Any notification that AT&T sends to its Customers pursuant to this AUP will be sent via e-mail to the e-mail address on file with AT&T, or may be in writing to Customer's address of record. It is Customer's responsibility to promptly notify AT&T of any change of contact information.

Effective Date: July 28, 2017

4.2 Terms and Conditions Applicable to Purchasing 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 |
|--|---|
| <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"> 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. 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. 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

Please see AT&T's cloud computing services and pricing, detailed in Sections 2.1 and 3.1.

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.

² 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")

- 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.³
- 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).

³ MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011.

⁴ NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"

⁵ OMB memo M-06-16: Protection of Sensitive Agency Information
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf>

⁶ OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

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.

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

I. 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.

⁷ <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>

4.2.1 Additional Terms and Conditions for AT&T NetBond® for Cloud

SERVICE LIMITATIONS, DISCLAIMERS AND OTHER APPLICABLE TERMS

1. **Availability of Service at a Specific Location.** Availability of Service or Service Components at a location is subject to change by AT&T.
2. **Third Party Claims – IBM Bluemix® Infrastructure Services.** Except as required in the Schedule contract, AT&T shall have no defense, settlement, or indemnification obligations to Customer arising from the actual or alleged infringement or misappropriation of intellectual property based on SoftLayer Services.
3. **Disclaimer of Warranty – SoftLayer Services.** AT&T AND SOFTLAYER TECHNOLOGIES, INC. MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING REGARDING SOFTLAYER SERVICES. FURTHER, AT&T AND SOFTLAYER TECHNOLOGIES, INC MAKE NO REPRESENTATION OR WARRANTY AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY SOFTLAYER SERVICES, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION. THIS DISCLAIMER IS INDEPENDENT OF, IN ADDITION TO AND DOES NOT SUPERSEDE ANY OTHER DISCLAIMER OF WARRANTIES OR GUARANTEES BY AT&T AND SOFTLAYER TECHNOLOGIES, INC.

THIS CLAUSE DOES NOT LIMY OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE CONTRACT UNDER FAR 52.212(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

4. **Customer Authorization.** Customer hereby authorizes AT&T to place orders with AT&T's affiliated ILECs or other access service providers ("Access Providers") for, and to establish, any Ethernet Virtual Connections (EVCs) between Customer's Ethernet access service from any such Access Provider and AT&T NetBond® for Cloud as requested by Customer. Customer accepts full responsibility for all orders placed and any changes made by AT&T on behalf of Customer that relate to the maintenance or repair of any such EVCs. This authorization will become effective on the Effective Date of this Pricing Schedule and will remain in effect until such time as Customer no longer has any AT&T NetBond® for Cloud from AT&T.

4.2.2 Additional Terms and Conditions Specific to IBM Bluemix® offered by AT&T

Billing for Cloud Solutions Service shall be on a monthly basis. Billing for a Service Component begins on the Service Activation Date of that Service Component.

The Service Activation Date for Cloud Solution Service is the date AT&T provides notice that the Service is available for use or the date upon which a Customer or user begins using the Service or Service Component, whichever date is earlier.

Customer is solely responsible for removal or recovery of Customer data stored or backed-up using the Service upon termination or cancellation of a Service or Service Component by Customer or upon notice of the discontinuance or withdrawal of a Service or a Service Component by AT&T. AT&T is under no duty or obligation to preserve Customer data stored using the Service after the effective date of the termination, cancellation, discontinuance, or withdrawal of a Service or Service Component.

As AT&T offers IBM Bluemix® Infrastructure, dedicated to US Federal government workloads, the following additional terms apply:

1. Only workloads supporting US Federal government may be placed on IBM Bluemix® Infrastructure.
2. Upon AT&T's acceptance of Task Order, AT&T will activate an IBM Bluemix® Services account to enable ordering and management of available Cloud Services via IBM Bluemix® using the standard procedures via the on-line Portal, or mobile app, or by assisted ordering using application programming interfaces (APIs), or by contacting AT&T sales support staff. Information regarding Cloud Services, the Portal, account information, and support are provided and processed on-line and may be presented only in English.
3. Customer agrees that no content exported to or from a selected location, or otherwise accessible by AT&T to support use of IBM Bluemix® is controlled as a defense article under the US International Traffic in Arms Regulation (ITAR).
4. IBM Bluemix® Infrastructure Federal Cloud is FISMA moderate and FEDRAMP compliant. Customer is responsible for the selection and management of security features and measures for the Cloud Services orders and for the maintenance, integrity, retention and backup of all content.
5. The remedy for violation of Monthly Uptime commitment is limited to Service Credits. The U. S. Government reserves all rights and remedies under the Schedule contract, the Federal Acquisition Regulations and the Contract Disputes Act, 41 U.S.C. 7101-7109.

4.3 Terms and Conditions applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)

****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

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 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 --COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 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 Professional Services.

9. INDEPENDENT CONTRACTOR

All IT 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 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 Service offered under Special Item Numbers 132-51 IT 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 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.

See 2.2 SIN 132-51 – information Technology Professional Services – Service Descriptions starting on Page 17 and 3.2 SIN 132-51 SIN 132-51 Information Technology (IT) Professional Services starting on Page 67.

4.4 Terms and Conditions applicable to Electronic Commerce and Subscription Services (Special Identification Number 132-52)

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:

AT&T provides solely a warranty of merchantability.

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:

Please see the pricing sections of this GSA Schedule contract for all applicable charges.

14.

MONTHLY REPORTS

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

15. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

Not applicable to AT&T's offers under this GSA Schedule contract.

(b) Describe charges, if any, for additional usage guidelines.

Not applicable to AT&T's offers under this GSA Schedule contract.

(c) Describe corporate volume discounts and eligibility requirements, if any.

Not applicable to AT&T's offers under this GSA Schedule contract.

4.4.1 Additional Terms and Conditions for (R)egistered e-Mail Service

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.

"Customer" means Ordering Activity, an entity entitled to order under GSA Order ADM 4800.2i and as revised from time to time.

"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.

"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.

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.

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.

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 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 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.

THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

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.

THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

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

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. 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.

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.

Modification- This Agreement 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.

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 (R)egistered 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.