

VENDOR: AT&T Corp.

CONTRACT FOR SERVICE

DOCUMENT NO. 1718-16625

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ISSUED BY THE OFFICE OF THE CHIEF PROCUREMENT OFFICER



**TELECOMMUNICATION SERVICES
FOR
BUREAU OF TECHNOLOGY**

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**CONTACT: NICOLE LARGE, SENIOR CONTRACT NEGOTIATOR, AT
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REQ# 1000001622



AT&T MA Reference No.

AGREEMENT

Customer	AT&T
Cook County Government 69 W. Washington Chicago, IL 60608	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Simona Rollinson Title: Chief Information Officer Street Address: 69 W Washington Ste. 2700 City: Chicago State/Province: Illinois Zip Code: 60602 County: United States Phone: 312-603-1400	Keneese McNamer 225 W. Randolph St. Room 23C Chicago, IL 60606 Tel: 312-364-2982 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Agreement ("Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by AT&T and approved by the Cook County Board of Commissioners.

Document(s) Appended:

AT&T Pricing Schedule(s) for the following service(s):

- AT&T IP Flexible Reach and AT&T IP Toll-Free Pricing Schedule
- AT&T Equipment Resale and related Services Pricing Schedule
- AT&T Conferencing Services Pricing Schedule
- AT&T Cloud Services Pricing Schedule
- AT&T SDN OneNet Service Pricing Schedule
- AT&T INTRASTATE SERVICES FOR AT&T SDN ONENET®, MEGACOM® 800 and 800 ReadyLine Pricing Schedule
- AT&T Managed Internet Service Pricing Schedule
- AT&T SWITCHED ETHERNET SERVICES (INTRASTATE) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS
- AT&T Intrastate ILEC Network Services Discount Pricing Schedule
- ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms (DS1, DS3, PRI)
- ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms (OptEMAN)
- ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms (SONET ring)
- ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms (Analog Private Line)

Other Exhibits and Appendices

- Exhibit A "OTHER TAXES, FEES AND SURCHARGES"
- Exhibit B "PERSONNEL"
- Exhibit C "ORDERING SERVICE LEVELS"
- Exhibit D "Office of the Cook County Comptroller Electronic Payables Program ("E-Payables")"
- Exhibit E "Minority and Women Owned Business Enterprise Commitment"
- Exhibit F "Evidence of Insurance"
- Exhibit G "Board Authorization"
- Exhibit H "Data Security Addendum"
- Exhibit I "Identification of Subcontractor/Supplier/Subconsultant Form"
- Exhibit J "Economic Disclosure Statement and Execution Document Forms"

1. INTRODUCTION

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

(a) **Master Agreement.** "Master Agreement" means this document referring to itself as a "Master Agreement" composed of its Sections 1 through 11 herein, and all addenda and exhibits attached hereto, including "DATA SECURITY ADDENDUM", Exhibit A "OTHER TAXES, FEES AND SURCHARGES", Exhibit B "PERSONNEL", EXHIBIT C "ORDERING SERVICE LEVELS", Exhibit E "Minority and Women Owned Business Enterprise Commitment", Exhibit F "Evidence of Insurance", Exhibit G "Board Authorization", Exhibit H "Data Security Addendum", Exhibit I "Identification of Subcontractor/Supplier/Subconsultant Form", Exhibit J "Economic Disclosure Statement and Execution Document Forms".

(b) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").

(c) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.

(d) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.

(e) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

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

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

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

2. AT&T DELIVERABLES

2.1 Services. AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered. Only individuals designated in writing by Customer may place orders for Services hereunder. (As of the Effective Date, designees listed in Exhibit B "PERSONNEL" may place orders hereunder; said exhibit may be revised in writing according to section X1 Personnel from time to time by Customer without formal amendment of the Agreement.) Orders shall specify, as applicable, description of Services, prices and/or rates, and location at which the Services are to be provided or to which Equipment is to be shipped. Additionally, Orders must clearly state that the purchase is made pursuant to the Contract and not subject to any preprinted terms of that Order form (other than those expressly listed above). Notwithstanding the foregoing and anything to the contrary in this Agreement, the Customer acknowledges that it has full administrator rights to authorize or restrict users in placing orders through either the AT&T BusinessDirect or the AT&T Business Center platform. Accordingly, Customer shall be responsible for any orders placed through either such platform regardless of whether the individual placing the order was formally designated by the Customer in accordance with the preceding paragraph.

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 and any available warranties to, and risk of loss of Purchased Equipment shall pass to Customer on delivery of Purchased Equipment at Customer's designated location. AT&T will purchase transit insurance to cover risk of loss of the hardware to delivery to the Customer's designated location. AT&T will bill such transit insurance as part of the shipping costs, unless otherwise agreed in the Customer Order.

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

2.5 Ordering and Billing Service Levels. All orders placed by Customer under this Agreement are subject to the Order and Billing service levels set forth in Exhibit C "ORDERING SERVICE LEVELS".

2.6 Disconnects. Customer will adhere to established disconnect intervals for each service as defined in the specific Service Guides. Once a disconnect order has been issued by the Customer and accepted by AT&T, AT&T shall not hold Customer responsible for any service charges after the requested disconnected due date, regardless of whether AT&T has actually worked the disconnect.

3. CUSTOMER'S COOPERATION

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

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

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

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

4. PRICING AND BILLING

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

4.2 Additional Charges and Taxes.

- (a) Rates set forth in the Addenda and Tariff or Guidebook are exclusive of, and County will pay, all Mandatory Taxes. As Used herein, Mandatory Taxes means all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, end user access charges, and all other taxes, fees and charges mandated to be passed through by the FCC, the Illinois Public Utilities Commission or any other federal, state or local government agency, applicable to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent County provides satisfactory proof of a valid tax exemption prior to the delivery of Services.
- (b) As used herein Other Taxes shall mean those taxes, fees and surcharges applicable to the Services provided hereunder that AT&T is permitted but not required by the FCC, Illinois Public Utility Commission, or any federal, state or local government agency, to levy on its customers, but that are not Mandatory Taxes. After execution of this Agreement, County shall be responsible for payment of all Other Taxes as listed on the attached Exhibit A (provided that AT&T continues to assess such Other Taxes on similarly situated customers for the services, equipment and other items subject to such Other Taxes) However, with respect to any future Other Taxes (beyond those listed under Exhibit A), County shall not be responsible for such Other Taxes during the initial term of this Agreement. Notwithstanding the foregoing, in the event the County adds a new Pricing Schedule to the Agreement during the term of the Agreement, the parties agree that AT&T shall have the ability to update Exhibit A to identify any additional Other Taxes that relate to the Services under such new Pricing Schedule.
- (c) To the extent that AT&T invoices the County for any Other Taxes beyond those listed in Exhibit A, the County will have the option to dispute in writing such new Other Taxes which are implemented after execution of the Agreement ("New Other Taxes"). AT&T will have sixty (60) days from the date of written notice of such disputed claims to respond to the County's claim. If it is determined that such Other Taxes are indeed new, AT&T will issue a lump-sum credit to the County on a quarterly basis that corresponds to the new Other Taxes paid by the County during the preceding quarter. AT&T may continue to invoice any New Other Taxes during the term of the Agreement, and the County will be responsible for paying such New Other Taxes provided that AT&T continues to issue the quarterly credits discussed above.
- (d) AT&T will clearly identify all taxes, fees or surcharges in its invoices and will explain, upon written request, the applicability of such charges.
- (e) Federal Excise Tax does not apply to materials purchased by the Customer by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the Customer by virtue of statute. The Customer's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07, a copy of which shall be provided to AT&T by the County.

4.3 Billing.

- a. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed. Notwithstanding the foregoing, in accordance with Section 34-177 of the Cook County Procurement Code, Customer shall have a right to set off and subtract from any invoice(s) or price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by AT&T to the County. AT&T acknowledges its receipt of the E-Payment document attached to the Agreement as Exhibit D. The Parties agree Exhibit D is attached for informational purposes only.
- b. **Convergent Billing.** AT&T shall consolidate invoices/bills for eligible Services and Service Components into a number of invoice(s) to be specified in writing by Customer. The number of invoices is subject to change by the Customer. For purposes of this Section, the term "eligible" shall mean accounts: (i) for which Customer has a zero dollar (\$0) past due balance; and (ii) correspond to Services or Service Components that can be invoiced through Convergent Bills. In the event AT&T fails to invoice for eligible services in accordance with mutually agreed-upon Convergent billing instructions, Customer shall have the ability to dispute the affected portion of charges pursuant to Section 4.5 of this Agreement.
- c. **Itemization.** AT&T shall itemize separately the following charges on each invoice/bill:
 - i. Other charges and credits (OCCs) for moves, adds, changes (MAC) and repair, Non-Recurring Charges (NRCs);
 - ii. Monthly-Recurring Charges (MRCs);
 - iii. Additional Charges and Taxes.
- d. **Monthly Billing Cycle.** AT&T agrees that the monthly billing cycle for each Service and Service Component must end on the same day of each month, and the next billing cycle must begin on the day immediately following the end of the current billing cycle. For all network changes that result in new or modified charges (e.g., ordering service, adds, modifications, disconnects, etc.) AT&T will make its best effort to reflect the billing charge in the 1st billing cycle but no later than two (2) billing periods following the completion of the order, if the actual date of installation/charge of the Service occurs prior to the billing cutoff date, but in no case shall the charges appear later than the 2nd billing period.
- e. **Invoices for Service.** All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services and a detailed description of the services provided during the period of the invoice. For monthly recurring charges, AT&T shall identify the month during which such services were performed which shall constitute the date or time period in which the services were provided and the amount of time spent performing the services. Invoices for non-recurring charges shall contain a description of the work performed and the date on which it was performed.

4.4 Payments. Payment for any undisputed charges is due within 60 days after the date of receipt of the invoice by Customer (unless another date is specified in an applicable Tariff filed with a regulatory body) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. The terms for Section 4.4 Payment shall be made in accordance with State of Illinois Local Government Prompt Payment Act 50 ILCS 505/ (Net 60 from date of invoice with 1% Late Payment Fee). Notwithstanding the foregoing, Customer reserves the right to dispute charges and withhold payment thereof in accordance with Section 4.5.

4.5 Delayed Billing; Disputed Charges. Except as set forth in Section 10.28 ("Audit Rights"), Customer will not be required to pay charges for Services initially invoiced more than 24 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 24 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

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

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

4.8 Adjustments to MARC.

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or

discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

4.9 Discounts. Customer reserves the right to negotiate pricing/discounts throughout the term of the Agreement, including renewal terms for Pricing Schedules, to reflect improvements in the market price-performance curve. Prices and discount rates can be revised downward, subject to the mutual agreement of the Parties, but not upward from the prices and discount rates provided in the Pricing Schedules that become effective upon the Effective Date of this Agreement. Any such discounts will require the mutual written agreement of the Parties to be reflected in an amendment to the applicable Pricing Schedule.

4.10 On an individual case basis and to the extent possible subject to AT&T policies and procedures, AT&T shall follow Customer's instructions related to application of any credit balances to various Customer accounts.

5. CONFIDENTIAL INFORMATION

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

5.2 Obligations. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

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

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

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

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

- i. FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
- ii. FOR BREACH OF SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
- iii. FOR ANY THIRD-PARTY CLAIMS AS DESCRIBED UNDER SECTION 7 (Third Party Claims), THE REMEDIES AVAILABLE UNDER SECTION 7;
- iv. FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES AND CONSEQUENTIAL DAMAGES; OR
- v. FOR CLAIMS, ON A PER CLAIM OR AGGREGATE BASIS, ARISING FROM UNAUTHORIZED ACCESS TO CUSTOMER'S DATA IN SECTION 5.2 OF THE DATA SECURITY ADDENDUM, PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE SERVICE THAT IS THE SUBJECT OF THE UNAUTHORIZED ACCESS DURING THE PRECEDING TWENTY-FOUR (24) MONTHS, OR IF THE CLAIM AROSE WITHIN THE FIRST TWENTY-THREE (23) MONTHS OF THE AGREEMENT, AN AMOUNT EQUAL TO THE TOTAL PROJECTED NET CHARGES FOR THE SERVICE THAT IS THE SUBJECT OF THE UNAUTHORIZED ACCESS TO BE INCURRED BY CUSTOMER UNDER THE AGREEMENT IN THE FIRST TWENTY-FOUR (24) MONTHS OF THE AGREEMENT; OR
- vi. FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(v), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE

IN THE RELEVANT COUNTRY DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE, OR IF THE CLAIM AROSE WITHIN THE FIRST ELEVEN (11) MONTHS OF THE AGREEMENT, AN AMOUNT EQUAL TO THE TOTAL PROJECTED NET CHARGES TO BE INCURRED BY CUSTOMER FOR THE AFFECTED SERVICES IN THE RELEVANT COUNTRY IN THE FIRST TWELVE (12) MONTHS OF THE AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) or 6.1(a)(v) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 Disclaimer of Liability and Joint and Several Liability.

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE, 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.
- (b) **Joint and Several Liability.** Under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by AT&T is the joint and several obligation or undertaking of AT&T and any of its service-providing corporate affiliates.

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. These warranties shall be in addition to all other warranties expressly set forth in this Agreement. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 Warranties and Representations.

- (a) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER). AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.
- (b) **Services.** AT&T represents that all Services (including, but not limited to, installation, implementation, and support services) will be provided in a timely, workmanlike manner, and in accordance with AT&T's documentation and specifications.
- (c) **Licensure.** AT&T represents that it is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which AT&T is not appropriately licensed.
- (d) **Financial Status.** AT&T represents that it is financially solvent; it and each of its employees, agents and subcontractors of any tier are competent to perform the Services required under this Agreement; and AT&T is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement.
- (e) **Ineligible Third Parties.** AT&T represents that it will not knowingly use the services of any ineligible consultant or subcontractor for any purpose in the performance of its Services under this Agreement.
- (f) **Default.** AT&T represents that AT&T and its subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Cook County Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by Cook County.
- (g) **Criminal Code.** AT&T represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended.
- (h) **Oath.** AT&T acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if materially false, is also cause for termination under Section 8.2(a).
- (i) **Ethics.** AT&T represents that no officer, agent or employee of Customer is employed by AT&T or has a financial interest in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics. AT&T additionally represents and warrants that no payment, gratuity or offer of employment will be made to any officer, agent or employee of Customer in connection with this Agreement by or on behalf of any subcontractors to AT&T, higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

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

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations.

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

(b) **General.** AT&T shall indemnify, defend and hold the Customer and its employees, agents, representatives, attorneys and assigns (collectively, "Indemnified parties") harmless from and against any and all claims of third parties, and shall pay all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified parties for bodily injury, including death, and damage to tangible personal or real property, to the extent caused by the negligent acts or omissions, gross negligence, or willful misconduct of AT&T, its employees, agents, representatives, subcontractors or those for whom AT&T is legally responsible.

7.2 Intentionally omitted.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T will, in a reasonably prompt manner, (a) secure the right for Customer to continue to use the affected product or Service, (b) modify the affected product or Service so as to make it non-infringing with no loss of functionality, (c) provide Customer with a functionally equivalent, non-infringing replacement, or if none of the foregoing are reasonably available, (d) permit either Party to terminate the affected Service or Service Component pursuant to Section 8.2 (e). AT&T's obligation to indemnify and defend Customer extends to and includes any modified or replacement products or services provided to Customer by AT&T to overcome any infringement claims.

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

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, (excluding AT&T Software) or services provided by third parties under the Agreement. To the extent AT&T is afforded intellectual property infringement or misappropriation indemnification through its agreements with third party intellectual property owners and licensors, AT&T agrees to pass on to Customer the benefit and protection of such indemnification to the extent permissible under such third party agreement.

8. SUSPENSION AND TERMINATION

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

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

(a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 "Delayed Billing; Disputed Charges"), and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Services, Service Components and Pricing Schedules, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

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

(c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when:

(i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network

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

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

(e) Infringing Services. If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations). Termination by AT&T under this section shall relieve Customer of current and future MARCs/purchase obligations for affected Services or Service Components. Customer will remain responsible for any shortfall charges already incurred as of the date of termination.

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

(g) Chronic Outage. Notwithstanding any of the foregoing, if AT&T fails to meet a specific Service Level Agreement (SLA) as defined in a Tariff, Guidebook or Service Guide more than four (4) times in any period of six (6) consecutive months, Customer may terminate the affected Service Component without any liability whatsoever and may elect to have its MARC obligation, if any, to which the terminated S Service Components contributed reduced by the total charges the terminated Service Components would have incurred over the remainder of the applicable Pricing Schedule term. The Parties agree any termination under this Paragraph will be treated as termination for convenience without early termination fees for the terminated Service Component(s). Under no circumstances will the Customer claim termination for default or material breach. Customer shall remain liable for Usage and Shortfall Charges (if any) associated with the affected Service Component and that were incurred prior to the effective date of termination of that Service Component.

For SLA failures to apply towards the Chronic Outage requirements listed above, the Customer must provide written notice to AT&T of each alleged failure and provide AT&T the opportunity to confirm the failure and to determine if any of the following SLA exclusions apply:

- 1) Customer's negligence or the negligence of others authorized by Customer to use the Services provided under this Agreement;
- 2) SLA Failures due to the failure of power, equipment, services or systems not provided by AT&T;
- 3) SLA Failures during any period in which AT&T or its agents are not afforded access to the premises where access lines associated with the Services provided under this Agreement are terminated and AT&T has requested such access;
- 4) SLA Failures during any period when Customer or User has released a service(s) to AT&T for maintenance or rearrangement purposes or for the implementation of Customers order;
- 5) SLA Failures during any period when Customer elects not to release the Service(s) for testing and/or repair and Customer continues to use Service;
- 6) SLA Failures not reported to AT&T;
- 7) Failure of AT&T CPE or Equipment due to Customer's lack of agreement to install manufacturer recommended hardware or software upgrades on AT&T CPE or Equipment;
- 8) SLA Failures that may result from planned maintenance activities by AT&T or its suppliers;
- 9) SLA Failures due to Force Majeure events;
- 10) SLA Failures due to the need for special construction.

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 (subject to Section 4.5 "Delayed Billing; Disputed Charges").

8.4 Termination Charges.

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or in accordance with Sections 8.2(b) "Significantly Adverse Impact," 8.2(g), "Chronic Outage," 10.4 "Force Majeure," 10.17 "Technology Migration," and 10.24 "Non-Appropriations," or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.

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

(c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated contractual credits, not including credits associated with overpayment of charges waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) directly resulting from the termination. Subject to Section 10.17 "Technology Migration", the charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated

Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

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

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party. Notwithstanding the foregoing, Customer is permitted to notify its governing body of terms related to pricing, discounts, Services and Service Components, and termination provisions without obtaining prior written consent from AT&T. This Agreement and all related public records maintained by, provided to or required to be provided to the Customer are subject to the Illinois Freedom of Information Act.

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. If a Force Majeure event under this provision continues for more than ten (10) calendar days, Customer may terminate affected Pricing Schedules and corresponding purchase obligations without penalty.

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.

In the case of Agreements not approved by the Cook County Board of Commissioners ("Board"), the Cook County Chief Procurement Officer may amend the Agreement, upon the mutual agreement of the Parties, provided that any such amendment does not extend the Agreement by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Agreement beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Agreement beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No agency or employee of the Customer has authority to make any amendments to this Agreement. Any amendments to this Agreement made without the express written approval of the Chief Procurement Officer is void and unenforceable.

AT&T is hereby notified that, except for amendments which are made in accordance with this Section 10.5. Amendments and Waivers, no agency or employee of Customer has authority to make any amendment to this Agreement

10.6 Assignment and Subcontracting.

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

(b) AT&T may subcontract to an Affiliate work to be performed under this Agreement but will remain financially responsible for the performance of such obligations. Prior to subcontracting to a third party under this provision, AT&T shall identify in writing to the Cook County Chief Procurement Officer the names of any and all subcontractors it intends to use by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement officer shall have the right to disapprove any subcontractor for any lawful reason.

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

10.7 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.8 (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.

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

10.10 Legal Action. Any legal action arising in connection with this Agreement must be filed the earlier of either a) within seven (7) years or the applicable statute of limitations, whichever occurs first, after the cause of action accrues, or it will be deemed time-barred and waived.

10.11 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.

10.12 Governing Law. This Agreement will be governed by the law of the State of Illinois, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. AT&T agrees that any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy in connection with or related to the Agreement, shall be litigated only in courts of state or federal competent jurisdiction within Cook County, State of Illinois, and AT&T consents and submits to the jurisdiction thereof. In accordance with these provisions, AT&T waives any permissive right it may have to transfer or change the venue of any litigation brought against or by the County pursuant to this Agreement, provided such venue is in accordance with this Section. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.13 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.

10.14 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.

10.15 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.

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

10.17 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

10.18 Technology Migration. Provided Customer is not in breach of any material term under this Agreement, Customer may purchase any new technology under this Agreement to replace one or more Services provided in a Pricing Schedule, no sooner than the 13th month after the Pricing Schedule's Effective Date, and no more than once during the Pricing Schedule Term as described herein, and only upon Customer's 30 days prior written request. AT&T may, at its sole discretion, adjust the term, price and revenue commitment level(s) to reflect a possible decrease spend provided that the migrated technology. Such new technology must:

- A. provide substantially different functionality and/or technology as the existing Services,
- B. is for a new term which is equal to or longer than Pricing Schedule Term described herein,
- C. has the same Customer locations as the existing Services, and
- D. carries a revenue commitment which is as much as or more than the remaining commitment as the existing Services.

AT&T will strive to propose a solution on such migrated technology within 120 days of receipt of Customer's written request.

10.19 Cooperation with Cook County Inspector General. AT&T, its subcontractors, licensees, grantees or persons or businesses who have a Cook County contract, grant, license, or certification of eligibility for Cook County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties as specified in the applicable law.

10.20 Conflicts of Interest.

- a) No member of the governing body of the Customer or other unit of government and no other officer, employee or agent of the Customer or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- b) AT&T covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would materially conflict in any manner or degree with the performance of its Services under this Agreement.
- c) Without limiting the foregoing, if AT&T assists the County in researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, AT&T must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. AT&T may, however, assist the County in reviewing the proposals or bids for the project if AT&T does not have a relationship with the persons or entities that submitted the proposals or bids for that project.

d) AT&T further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 5 of this Agreement.

10.21 Non-Liability of Public Officials. AT&T and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

10.22 Disputes. Any dispute arising under the Agreement between the Customer and AT&T shall be initially decided by the Cook County Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Agreement provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to AT&T. The decision of the Chief Procurement Officer will be final and binding in terms of administrative remedies. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. For any such action at law or in equity, the Parties agree the court, arbiter or other trier of fact will review the dispute under a de novo standard of review. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, AT&T shall continue to discharge all its obligations, duties and responsibilities set forth in the Agreement during any dispute resolution proceeding unless otherwise agreed to by the Customer in writing.

10.23 Term. This Agreement takes effect when approved by the Cook County Board and its term shall begin on October 1, 2017 ("Effective Date") and continue through September 30, 2022 for a base term of five years, plus two one-year renewal options upon the mutual agreement of the Parties, until this Agreement is terminated in accordance with its terms, whichever occurs first. In no event shall the expiration of any Pricing Schedule Term under this Agreement be later than the expiration of this Agreement.

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

10.25 Insurance. AT&T must provide and maintain at AT&T's own expense, during the term of this Agreement and any time period following expiration if AT&T is required to return and perform any of the Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

(a) Insurance To Be Provided

- i. Workers Compensation and Employers Liability Workers. Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of \$500,000 each accident or disease.
- ii. Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of \$2,000,000 per occurrence and in the aggregate for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability coverage. Cook County is to be included as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services. Subconsultants performing Services hereunder for AT&T must maintain limits of \$1,000,000 with the same terms in this Section 10.25(a)(ii).
- iii. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, AT&T must provide Automobile Liability Insurance with limits of \$1,000,000 per accident limit, for bodily injury and property damage. Cook County is to be included as an additional insured on a primary, non-contributory basis.
- iv. Professional Liability. When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of \$2,000,000 per claim or wrongful act and on the aggregate. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years. Subconsultants if performing professional Services for AT&T must maintain limits of \$1,000,000 per claim or wrongful act and on the aggregate with the same terms in this Section 10.25(a)(iv).
- v. Valuable Papers. When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and

must have limits sufficient to pay for the re-creation and reconstruction of such records and such value shall be provided in writing to AT&T. AT&T may self insure such coverage.

(b) Additional Requirements

- i. AT&T must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N. Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. AT&T must submit evidence of insurance on an ACORD certificate or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from AT&T is not a waiver by the County of any requirements for AT&T to obtain and maintain the specified coverages. AT&T must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve AT&T of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.
- ii. AT&T must provide at least 30 days prior written notice to be given to the County in the event required coverage is canceled or non-renewed and not replaced. All deductibles or self-insured retentions on referenced insurance coverages must be borne by AT&T. AT&T agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- iii. The coverages and limits furnished by AT&T in no way limit AT&T's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by AT&T under this Agreement.
- iv. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- v. AT&T must endeavor to require all subcontractors to provide the insurance required in this Agreement, or AT&T may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements as AT&T unless otherwise specified in this Agreement. If AT&T or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- vi. Cook County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements with at least 90 days' prior written notice to AT&T. "Risk Management Office" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

10.26 Minority and Owned Women's Business Enterprises Commitment. In the performance of this Agreement, including the procurement and lease of materials or equipment, AT&T must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit E.

10.27 Agreement Amount. Payments made pursuant to this Agreement must not exceed \$35,000,000.00. hereinafter referred to as the "Not to Exceed Amount"), except as set forth herein. Upon becoming aware that it has exceeded the Not to Exceed amount, County may suspend, amend, or terminate the Agreement at any time without penalty by providing written notice to AT&T. Until such time as County has exercised its right to suspend, amend or terminate under this paragraph, County shall be responsible for payment of any Services provided by AT&T in accordance with the contractual specifications.

10.28 Audit Rights

(a) Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Customer may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding 36 months (or to the beginning of the Agreement, whichever period is shorter), for the purpose of assessing the accuracy of AT&T's invoices to Customer. Should this review uncover a material billing discrepancy or failure to comply with contractual obligations for a particular service, Customer may request to audit billing records of the affected service(s) back to the beginning of the Agreement term. Customer may employ a mutually agreed upon external auditor to review records under this provision. will verify Customer shall cause any person retained for this purpose to execute a non-disclosure agreement imposing substantially the same obligations of confidentiality as are set forth in Article 5.0. Such reviews shall take place at a time and place agreed upon by the parties. Customer's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records for purposes of this Section 10.28.

(b) AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Customer in the form of a credit as soon as reasonably practicable under the circumstances. In the event a material billing discrepancy or failure to comply with contractual obligations led to an underbilling of Customer, AT&T shall have the right to invoice Customer for the amount of the identified underbilling, and Customer shall be responsible for payment in accordance with the terms of this Agreement.

(c) AT&T shall cooperate in any Customer billing review, providing AT&T billing records as reasonably necessary to verify the accuracy of AT&T's invoices. AT&T may redact from the billing records provided to Customer any information that reveals the identity or non-public information of other AT&T customers or other AT&T Confidential Information that is not relevant to the purposes of the review.

(d) AT&T shall be responsible for establishing and maintaining records sufficient to document performance under the terms of this Agreement. Subject to AT&T's reasonable security requirements, Customer may, at its own expense, request and review

records for a period not to exceed the preceding 36 months (or to the beginning of the Agreement, whichever period is shorter) sufficient to demonstrate service performance under the terms of this Agreement. Should this review uncover any material failure to comply with contractual obligations for a particular service, Customer may request records sufficient to demonstrate service performance under the terms of the Agreements for the affected service(s) back to the beginning of the Agreement term.

11. DEFINITIONS

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

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**AT&T IP FLEXIBLE REACH and AT&T IP TOLL-FREE
 PRICING SCHEDULE**

Customer		AT&T	
COOK COUNTY Street Address: 69 W WASHINGTON ST City: CHICAGO State/Province : IL Zip Code: 60602-3134 Country: United States		AT&T Corp.	
Customer Contact (for notices)		AT&T Sales Contact Information and for Contract Notices	
<input type="checkbox"/> Primary AT&T Contact			
Name: Doug Coupland Title: Street Address: 118 N Clark Street City: Chicago State/Province: IL Zip Code: 60602 Country: United States Telephone: 3126031498 Fax: Email: DougA.Coupland@cookcountyil.gov Customer Account Number or Master Account Number: 1-QVDQ-9		Name: Keneese McNamer Street Address: 225 W RANDOLPH ST -- Z2 7C City: Chicago State/Province: IL Zip Code: 60606 Country: United States Telephone: 3123642982 Fax: Email: km1312@us.att.com Sales/Branch Manager: TERRI NORMAN SCVP Name: TERRI NORMAN Sales Strata: Retail Sales Region: MW With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>			
Name:	Company Name:	Agent Street Address:	
City:	State:	Zip Code:	Country:
Telephone:	Fax:	Email:	Agent Code

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

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

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

AT&T and Customer Confidential Information

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**AT&T IP FLEXIBLE REACH and AT&T IP TOLL-FREE
 PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T IP FLEXIBLE REACH; AT&T IP TOLL-FREE	http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	60 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MARC

MARC under this Pricing Schedule	None
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4. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	36 months

5. ADDITIONAL TERMS AND CONDITIONS

5.1 Emergency Calling Most of World

Emergency Calling Most of World

At or before Service activation at a Most of World Site with outbound BVoIP calling, Customer certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing Customer access to three-digit emergency dialing services, if AT&T does not provide emergency dialing service and for as long as AT&T provides outbound BVoIP service to that Site. Customer is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. Customer agrees to indemnify and defend AT&T from and against any and all third-party claims and related loss, liability, damage and expense, arising from Customer's failure to perform Customer's obligations outlined in this Section. AT&T's provisioning of outbound BVoIP service is conditioned upon Customer's full compliance with these obligations, and failure to do so is a material breach of this Agreement. For country-specific E911 advisories and limitations see Attachment A to this Pricing Schedule, if applicable.

AT&T and Customer Confidential Information

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**AT&T IP FLEXIBLE REACH and AT&T IP TOLL-FREE
PRICING SCHEDULE**

5.2 White Pages, Yellow Pages, Directory Assistance

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

6. RATES

Discounts are applied to the applicable Service Publication rates.

AT&T and Customer Confidential Information

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**AT&T IP FLEXIBLE REACH and AT&T IP TOLL-FREE
 PRICING SCHEDULE**

7. DISCOUNTS

MRC=Monthly Recurring Charge

NRC= Non-Recurring Charge

7.1 US DISCOUNTS

I. Common Billable Elements

Table A: Common Billable Elements (apply regardless of Underlying Transport Service)		
Item	Type of Charge	Element Discount
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	0.0 %
Non-US Terminated Off-Net Calling Charge - fixed	Per Usage	0.0 %
Non-US Terminated Off-Net Calling Charge - mobile	Per Usage	0.0 %
AT&T IP Flexible Reach Enhanced Features Package Charge	MRC, per Concurrent Call	0.0 %

II. Calling Plan Discounts

Table A: Calling Plan A (IP Long Distance Only)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	0.0 %	Not available
Calling Plan Charge	MRC, per Concurrent Call	0.0 %	N/A

Table B: Calling Plan B (IP Local and IP Long Distance)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	0.0 %	Not available
Calling Plan Charge*	MRC, per Concurrent Call	0.0 %	N/A
Telephone Number Charge	MRC, per Number	0.0 %	Not available

* This charge is waived for all Voice DNA Sites.

Table C: Calling Plan C (IP Local and IP Long Distance Bundle)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	100.0 %	Not available
Calling Plan Charge	MRC, per Concurrent Call	84.0 %	N/A
Telephone Number Charge	MRC, per Number	100.0 %	Not available

AT&T and Customer Confidential Information

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**AT&T IP FLEXIBLE REACH and AT&T IP TOLL-FREE
 PRICING SCHEDULE**

Table D: Calling Plan G (AT&T IP Toll-Free Only)		
Item	Type of Charge	Calling Plan Discount
AT&T IPTF Calling Plan Setup Fee	NRC, per Site	100.0 %
AT&T IPTF Calling Plan Charge	MRC, per Concurrent Call	100.0 %
AT&T IPTF Calling Charge – US Interstate	Usage	0.0 %
AT&T IPTF Calling Charge – US Intrastate	Usage	0.0 %
AT&T IPTF Calling Charge – Canada to US	Usage	0.0 %
AT&T IPTF Calling Charge – US to Non-US	Usage	0.0 %
AT&T IPTF Calling Charge – Canada to Non-US	Usage	0.0 %
AT&T IPTF Calling Charge – Non-US to US	Usage	0.0 %
International Inbound Setup	NRC, per Site	0.0 %
Universal Freephone (UIFN) Fee	NRC, per UIFN Number	0.0 %
International Inbound per Country Charge	MRC, per country, per Site	0.0 %
Routing Arrangement (APN) Charge	MRC	0.0 %

III. AT&T IP Transfer Connect Features (available for specified services only)

Table A: AT&T IP Transfer Connect Features		
Item	Type of Charge	Discount
IP Courtesy Transfer	NRC	0.0 %
IP Courtesy Transfer	MRC	0.0 %
IP Courtesy Transfer	Per Attempt	99.98 %
IP Courtesy Transfer to Non-8YY Off-Net	Usage	82.5 %
IP Redirect / IP Redirect with Data Forwarding	NRC	0.0 %
IP Redirect / IP Redirect with Data Forwarding	Usage	0.0 %
IP InfoPack	NRC	0.0 %
IP InfoPack	MRC	0.0 %
IP InfoPack	Per Call	99.88 %

IV. Underlying Transport Services Support Charges

Table A: VoIP Module Charges (apply only if AT&T MIS is the Underlying Transport Service, and Customer is using a TDM PBX)		
Item	Type of Charge	Element Discount
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	0.0 %

Table B: Help Desk and AT&T CPE Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Element Discount
Help Desk Service Charge (not applicable)	MRC per Site	0.0 %
Equipment Setup Fee (optional)	NRC per Site	0.0 %
VQM Charge (small)	MRC per Site	0.0 %

AT&T and Customer Confidential Information

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**AT&T IP FLEXIBLE REACH and AT&T IP TOLL-FREE
 PRICING SCHEDULE**

VQM Charge (medium)	MRC per Site	0.0 %
VQM Charge (large)	MRC per Site	0.0 %
VQM Charge (x large)	MRC per Site	0.0 %
VoIP Adapter – TDM, Service Establishment	NRC per Site	0.0 %
VoIP Adapter – TDM	MRC per Concurrent Call per Site	0.0 %
VoIP Adapter Functionality – SBC, Service Establishment	NRC per Site	0.0 %
VoIP Adapter Functionality – SBC, Aggregated Router	MRC per Concurrent Call per Site	0.0 %
VoIP Adapter Functionality – SBC, Integrated Router	MRC per Concurrent Call per Site	0.0 %

Table C: AT&T IP Flexible Reach Hardware-impacting Move/Add/Change/Delete (MACD) Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Element Discount
Concurrent Call Change Charge (only if a VQM change is also required)	NRC per occurrence	0.0 %

This is the last page of the Pricing Document.

AT&T and Customer Confidential Information

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**Riders To
AT&T Equipment Resale and Related Services Pricing Schedule**

Contract No. 1718-16625
MA Reference No.: _____
Pricing Schedule No. _____
Rider Reference No.: _____

Cook County Government	AT&T Corp.	Name:
118 N Clark Street Chicago, IL 60602 USA	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com	Street Address City, State/Province Zip Code Country Phone : Email : Sales/Branch Manager: SCVP Name:
Name: Doug Coupland Title: Director of Telecommunications 118 N Clark Street Chicago, IL 60602 Telephone: 312.603.1498 Email: douga.coupland@cookcountyil.gov		Name: Address: City, State/Province Zip Code Country Telephone: Email:
118 N Clark Street Chicago, IL 60602 USA Contact Name: Doug Coupland Title: Director of Telecommunications Telephone: 312.603.1498 E-mail: douga.coupland@cookcountyil.gov		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider D7, the other applicable Sub-Riders, the applicable Rider and the General Terms.

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Rider A – Purchased Equipment | <input checked="" type="checkbox"/> Rider D – AT&T-Provided Services |
| <input type="checkbox"/> Rider B – Additional Cisco Terms | <input type="checkbox"/> Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance |
| <input type="checkbox"/> Sub-Rider B1 - Cisco Try and Buy Program | <input type="checkbox"/> Sub-Rider D2 – AT&T-Provided Maintenance |
| <input type="checkbox"/> Sub-Rider B2 – Technology Migration Plan | <input type="checkbox"/> Sub-Rider D3 – AT&T-Provided Warranty Services |
| <input type="checkbox"/> Sub-Rider B3 – Cisco Enterprise License Agreement Program | <input type="checkbox"/> Sub-Rider D4 – reserved |
| <input type="checkbox"/> Rider C – Purchased Equipment Discounts | <input type="checkbox"/> Sub-Rider D5 – reserved |
| <input type="checkbox"/> Rider E – Additional Avaya Terms | <input type="checkbox"/> Sub-Rider D6 – reserved |
| <input type="checkbox"/> Rider F – ShoreTel Mobility Router | <input checked="" type="checkbox"/> Sub-Rider D7 – Statement of Work |
| <input type="checkbox"/> Rider G – HPE Pass Through Terms | |

Rider A – Purchased Equipment

1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T cannot guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

2. TITLE AND RISK OF LOSS

For Purchased Equipment:

- (a) Title to all tangible Purchased Equipment, including but not limited to hardware and materials, and risk of loss for all Purchased Equipment passes to Customer upon delivery by manufacturer or supplier to a carrier for shipment;
- (b) EXCEPT, when Customer purchases AT&T-Provided Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer upon delivery to Customer.

3. SHIPPING AND STORAGE

(a) Shipping Charges.

- (i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.
- (ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.
- (iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.

(b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

5. PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T'S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement, and disclaims any responsibility thereunder, including if manufacturer ceases to provide all or a portion of such services or unilaterally modifies the terms of such services. AT&T's sole responsibility is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

7. LICENSES, RESTRICTIONS, REQUIREMENTS

(a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement. AT&T is not a party to that agreement, and disclaims any responsibility thereunder.

(b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

Rider D – AT&T-Provided Services

1. SERVICES; EXPIRATION DATE

- AT&T-Provided Services are described in the applicable Sub-Rider.
- AT&T-Provided Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

2. INTELLECTUAL PROPERTY RIGHTS

(a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

(c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T. The foregoing shall not limit Customer's general recruiting or hiring practices, such as Internet or newspaper solicitations directed to a general, public audience.

7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services or unilaterally makes a modification to the terms of such Services, either Party may terminate the affected portion of the Services with no liability, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services. Customer releases AT&T from any loss, damages or other claims relating to the inability of an AT&T Supplier to provide equipment, software, parts or services under this Pricing Schedule.



AT&T CONFERENCING SERVICES
Pricing Schedule

Contract No. 1718-16625

AT&T MA Reference No.

Customer	AT&T
Cook County Government 69 W. Washington Chicago, IL 60608	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Doug Coupland Title: Director of Telecommunications Street Address: 69 W Washington Ste. 2700 City: Chicago State/Province: Illinois Zip Code: 60602 County: United States Phone: 312-603- 1498 Email: DougA.Coupland@cookcountyil.gov	Keneese McNamer 225 W. Randolph St. Room 23C Chicago, IL 60606 Tel: 312-364-2982 Email: km1312@att.com With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

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

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

For AT&T Administrative Use Only	
AT&T MA Reference No.	_____
Pricing Schedule No.	_____
Original Effective Date:	_____
Effective Date of Amendment:	_____

Pricing Schedule for AT&T Conferencing Services

1. SERVICES

Service	Service Publication Location
AT&T Conferencing Services <ul style="list-style-type: none"> AT&T Global Conference Service II Option 	http://serviceguidenew.att.com/sg_flashPlayerPage/ATC

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	5 years
Term Start Date and Effective Date of Rates and Discounts	First day of the first full billing cycle following the Effective Date of this Pricing Schedule

3. MARC AND MARC-ELIGIBLE CHARGES

MARC under this Pricing Schedule	None
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3.1 MARC-ELIGIBLE CHARGES

MARC-contributing Services	All Services contained in this Pricing Schedule
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4. MINIMUM PAYMENT PERIOD

This section not applicable.

5. DISCOUNTS

Service Components	Discount%
International Host Dial-Out and Operator Dial-Out Conference Calls, excluding AT&T Executive TeleConference Service	50%

6. PROMOTIONS, WAIVERS, NOTICE OF WITHDRAWAL

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule.

6.2 Waivers

Charges Waived	Waiver Package Option - D as specified in the Service Guide
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6.3 NOTICE OF WITHDRAWAL

For AT&T Administrative Use Only

AT&T MA Reference No. _____
 Pricing Schedule No. _____
 Original Effective Date: _____
 Effective Date of Amendment: _____

Pricing Schedule for AT&T Conferencing Services

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide: http://serviceguidenew.att.com/sq_flashPlayerPage/GP
<p>The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Service") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.</p> <p>The Eligible Replacement Service(s) will be identified adjacent to the corresponding Affected Service in the General Provisions. Such Eligible Replacement Service(s) shall be provided to Customer pursuant to the terms of the applicable Service Publication.</p>	

7. RATES

7.1 AT&T USA Operator Dial-Out

AT&T USA Operator Dial-Out per minute of use (USD)	0.19
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- Standard Countries

*Note: USA Dial-Out rate below applies for Host Dial-Out only. Operator Dial-Out rate to the USA is located in Section 7.1, AT&T USA Operator Dial-Out.

AT&T Global Conference Service II Option, International Host and Operator Dial-Out - Standard Countries							
USD	Reservationless Automated Dial-In (RADi)		Reserved Automated Dial-In (ADi)		Reserved Operator Assisted Dial-In (OADi)		*Dial-Out (Call Me)
	Toll-Free per minute of use	Caller Paid per minute of use	Toll-Free per minute of use	Caller Paid per minute of use	Toll-Free per minute of use	Caller Paid per minute of use	*Dial-Out per minute of use
Country							
United States	0.025	0.025	0.07	0.06	0.10	0.09	0.10



AT&T MA Reference No. _____

Cook Contract No. 1718-16625

County of _____

**AT&T CLOUD SERVICES
PRICING SCHEDULE**

Customer	AT&T
County of Cook Street Address : 118 N CLARK ST City : CHICAGO State/Province : IL Zip Code : 60602 Country : United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name : Doug Coupland Title : Director Street Address : 118 N Clark City : Chicago State/Province : IL Zip Code : 60602 Country : United States Telephone : 3126031498 Fax : Email : douga.coupland@cookcountyil.gov Customer Account Number or Master Account Number :	Name : THOMAS JUHNKE Street Address : 65 W WEBSTER ST City : JOLIET State/Province : IL Zip Code : 60432 Country : United States Telephone : +1 8157278093 Fax : N/A Email : tj1236@us.att.com Sales/Branch Manager : SCVP Name : Sales Strata : Sales Region : <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

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

This Pricing Schedule signed by AT&T first, is effective upon Customer signature provided that such fully signed Pricing Schedule is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Pricing Schedule null and void.

Unless executed by an authorized representative of Customer and AT&T on or before 11/02/2017, the offer of rates, discounts and other terms set forth in this Pricing Schedule expire and are withdrawn by AT&T and thereafter are of no effect.

AT&T and Customer Confidential Information

Rome opportunity ID: 1-6DXBSX5
 Cloud_SoftLayer_NetbondPS_05092017
 Reference ID #:20170501TJ67962
 DP1691 083017 SR 1-6DXBT0X

Solution Number: U1608145

AT&T MA Reference No. _____

**AT&T CLOUD SERVICES
PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T NetBond® for Cloud	http://serviceguidenew.att.com/sg_flashPlayerPage/NetBondService

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	60 months
Pricing Schedule Term Effective Date	Effective Date of this Pricing Schedule
Effective Date of Rates	Effective Date of this Pricing Schedule
Rates Upon Expiration or Termination of Pricing Schedule Term	Then-current rates described in the Service Publication

3. MINIMUM PAYMENT PERIOD

Service	Service Components	Percent of Monthly Minimum Bandwidth Commitment Charge Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period
AT&T NetBond® for Cloud	Virtual Network Connection – Minimum Bandwidth Connection (MBC)	50% of the monthly 10 Mb Minimum Bandwidth Commitment Charge less applicable discounts (regardless of MBC in effect when the Service Component is terminated) A modification (increase/decrease) of an MBC is not subject to termination charges under this section.	The Minimum Payment Period is equal to the Pricing Schedule Term. The Minimum Payment Period does not apply if Customer has another active Virtual Network Connection – MBC at the time of termination. The Minimum Payment Period only applies to the final Virtual Network Connection – MBC terminated.

4. RATES APPLICABLE

The Rates and Discounts described (including Rates described in a Service Publication) are stabilized for the Pricing Schedule Term.

Service	Rates Applicable
AT&T NetBond® for Cloud	Rates described in the Service Publication less any discounts shown.

AT&T and Customer Confidential Information

Rome opportunity ID: 1-6DXBSX5
 Cloud_SoftLayer_NetbondPS_05092017
 Reference ID #:20170501TJ67962
 DP1691 083017 SR 1-6DXBT0X

Solution Number: U1608145

AT&T MA Reference No. _____

**AT&T CLOUD SERVICES
PRICING SCHEDULE**

Applicable Countries	United States
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5. DISCOUNTS

5.1 AT&T Services

AT&T NetBond® for Cloud	
Service Component	Discount
Standard Min BW Commit - 1M	30%
Standard Min BW Commit - 3M	30%
Standard Min BW Commit - 10M	30%
Standard Min BW Commit - 25M	30%
Standard Min BW Commit - 40M	30%
Standard Min BW Commit - 100M	30%
Standard Min BW Commit - 155M	30%
Standard Min BW Commit - 300M	30%
Standard Min BW Commit - 600M	30%
Standard Min BW Commit - 800M	30%
Standard Min BW Commit - 1,000M	30%
Standard Min BW Commit - 2,000M	30%
Standard Min BW Commit - 3,000M	30%
Standard Min BW Commit - 4,000M	30%
Standard Min BW Commit - 5,000M	30%
Standard MBC Overage - 1M	30%
Standard MBC Overage - 3M	30%
Standard MBC Overage - 10M	30%
Standard MBC Overage - 25M	30%
Standard MBC Overage - 40M	30%
Standard MBC Overage - 100M	30%
Standard MBC Overage - 155M	30%
Standard MBC Overage - 300M	30%
Standard MBC Overage - 600M	30%
Standard MBC Overage - 800M	30%
Standard MBC Overage - 1,000M	30%

AT&T and Customer Confidential Information

Rome opportunity ID: 1-6DXBSX5

Cloud_SoftLayer_NetbondPS_05092017

Reference ID #:20170501TJ67962

DP1691 083017 SR 1-6DXBT0X

Solution Number: U1608145

AT&T MA Reference No. _____

**AT&T CLOUD SERVICES
PRICING SCHEDULE**

Standard MBC Overage - 2,000M	30%
Standard MBC Overage - 3,000M	30%
Standard MBC Overage - 4,000M	30%
Standard MBC Overage - 5,000M	30%
Premium Min BW Commit - 1M	30%
Premium Min BW Commit - 3M	30%
Premium Min BW Commit - 10M	30%
Premium Min BW Commit - 25M	30%
Premium Min BW Commit - 40M	30%
Premium Min BW Commit - 100M	30%
Premium Min BW Commit - 155M	30%
Premium Min BW Commit - 300M	30%
Premium Min BW Commit - 600M	30%
Premium Min BW Commit - 800M	30%
AT&T NetBond® for Cloud	
Service Component	Discount
Premium Min BW Commit - 1,000M	30%
Premium Min BW Commit - 2,000M	30%
Premium Min BW Commit - 3,000M	30%
Premium Min BW Commit - 4,000M	30%
Premium Min BW Commit - 5,000M	30%
Premium MBC Overage - 1M	30%
Premium MBC Overage - 3M	30%
Premium MBC Overage - 10M	30%
Premium MBC Overage - 25M	30%
Premium MBC Overage - 40M	30%
Premium MBC Overage - 100M	30%
Premium MBC Overage - 155M	30%
Premium MBC Overage - 300M	30%
Premium MBC Overage - 600M	30%
Premium MBC Overage - 800M	30%
Premium MBC Overage - 1,000M	30%
Premium MBC Overage - 2,000M	30%
Premium MBC Overage - 3,000M	30%
Premium MBC Overage - 4,000M	30%

AT&T and Customer Confidential Information

Rome opportunity ID: 1-6DXBSX5
 Cloud_SoftLayer_NetbondPS_05092017
 Reference ID #:20170501TJ67962
 DP1691 083017 SR 1-6DXBT0X

Solution Number: U1608145

AT&T MA Reference No. _____

**AT&T CLOUD SERVICES
PRICING SCHEDULE**

Premium MBC Coverage - 5,000M	30%
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6. ADDITIONAL TERMS AND CONDITIONS

6.1 SERVICE LIMITATIONS, DISCLAIMERS AND OTHER APPLICABLE TERMS

6.1.1 Availability of Service at a Specific Location. Availability of Service or Service Components at a location is subject to change by AT&T.

6.2 Withdrawal of Service

6.2.1 AT&T NetBond® for Cloud

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	180 days
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	30 days

AT&T and Customer Confidential Information

Rome opportunity ID: 1-6DXBSX5
 Cloud_SoftLayer_NetbondPS_05092017
 Reference ID #:20170501TJ67962
 DP1691 083017 SR 1-6DXBT0X

Solution Number: U1608145



Contract No. 1718-16625

**AT&T SDN OneNet Service
Pricing Schedule**

	AT&T MA Reference No.
--	-----------------------

Customer ("Customer")	AT&T ("AT&T")
Cook County Government 69 W. Washington Chicago, IL 60608USA	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Contact
Name: Doug Coupland Title: Director of Telecommunications Street Address: 69 W Washington Ste. 2700 City: Chicago State/Province: Illinois Zip Code: 60602 County: United States Phone: 312-603- 1498 Email: DougA.Coupland@cookcountyil.gov	Keneese McNamer 225 W. Randolph St. Room 23C Chicago, IL 60606 Tel: 312-364-2982 Email: km1312@att.com With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable)	<input checked="" type="checkbox"/> Primary Sales Contact
Name : Company Name : Agent Street Address : City : State : Zip Code : Telephone : Fax : Email : Agent Code :	

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

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

ATTUID:wf2146 NJH2017:05:09V3	AT&T and Customer Confidential Information Page 1 of 6	ROME Opportunity ID : 1-4DE6CMW Updated: 1/2011
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For AT&T Administrative Use Only	
Master Agreement No.	_____
Pricing Schedule No.	_____
Original Effective Date:	_____
Amended Effective Date:	_____

Pricing Schedule for AT&T SDN OneNet Service

1. SERVICES

Service	Service Publication Location
AT&T OneNet Service	http://serviceguidenew.att.com/sg_flashPlayerPage/SDN
AT&T Toll-Free Services	http://serviceguidenew.att.com/sg_flashPlayerPage/TF
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS
AT&T may replace the AT&T SDN OneNet Service with a more advanced new service or a more advanced version of Service ("Successor Service"), subject to the Materially Adverse Change clause of the Master Agreement. The Parties will cooperate in migrating to the Successor Service to help avoid any unintended interruptions.	

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	5 years
Term Start Date	Effective Date of Rates and Discounts for Voice Services

For the following Services/Offer Provided under this Pricing Schedule	If the Effective Date of this Pricing Schedule is:	Rates and Discounts can commence on:
VOICE SERVICES: AT&T SDN OneNet Services/AT&T Toll-Free Services	On or before the 10th day of the month	The 1st day of the first full month following the Effective Date of this Pricing Schedule ("Rate Effective Date")
	After the 10th day of the month	The 1st day of the second full month following the Effective Date of this Pricing Schedule ("Rate Effective Date")

3. MARC

NONE

4. MARC-ELIGIBLE CHARGES

- AT&T SDN OneNet Discount Plan-Eligible Services

5. DISCOUNTS

SDN OneNet Service

Usage Charges:	Discount %
Domestic SDN OneNet, Domestic and International Toll-Free Services	55%
International SDN OneNet	0%

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

Pricing Schedule for AT&T SDN OneNet Service

AT&T Private Line and Access Channel Services

Services	Discount
T1 IOC	
• Access Connections	100%
• M-24 Multiplexing Office Functions	100%
T3 IOC	
• Access Connections	100%
• M-28 Multiplexing Office Functions	100%
T1 Access Channel	15%
• Access Coordination Function	100%
• Clear Channel Capability	100%

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

6.2 Waivers

Charges Waived	Month of Pricing Schedule Term in which Recurring Charges are waived	Minimum Retention Period
Waiver Packages A and B as specified in the Service Guide	N/A	As Specified in the Service Guide
75% of the recurring charge for Primary Rate Interface Office Functions, in lieu of the waiver specified in Waiver Package Option B	N/A	12 months
Installation Charges for T1 IOC Service Access Connections and M-24 Multiplexing Office Functions connected to Voice Services	N/A	12 months
Installation Charges for T1 Access Channel and Access Coordination Function connected to Voice Services	N/A	12 months
Installation Charges for T3 IOC Access Connections and M-28 Multiplexing Office Functions connected to Voice Services	N/A	12 months
Installation Charges for T3 Access Channel and Access Coordination Function connected to Voice Services	N/A	12 months

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

Pricing Schedule for AT&T SDN OneNet Service

6.4. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide: http://serviceguidenew.att.com/sq_flashPlayerPage/GP
<p>The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Service") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.</p> <p>The Eligible Replacement Service(s) will be identified adjacent to the corresponding Affected Service in the General Provisions. Such Eligible Replacement Service(s) shall be provided to Customer pursuant to the terms of the applicable Service Publication.</p>	

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

Pricing Schedule for AT&T SDN OneNet Service

7. RATES

7.1 AT&T SDN OneNet Rate Schedules

A, A-PV	\$0.084
B(a), B-PV(a), B(b), B-PV(b)	\$0.064
C(a), C(b), C-PV	\$0.056
E	\$0.148
H1	\$0.159
H2	\$0.197
K	\$0.177
* - Billed in initial increments of 18 seconds and in 6 second increments thereafter	

7.2 AT&T Toll-Free Service Rate Schedules

AT&T Toll-Free MEGACOM Service-Domestic	\$0.084
AT&T Toll-Free READYLINE Service-Domestic	\$0.064
AT&T Toll-Free Multimedia Service	\$0.132
* - Billed in initial increments of 30 seconds and in 1 second increments thereafter	

7.3 International Calling Capability: Mainland – Canada/Mexico

Canada	\$0.350	\$0.350
Mexico – Rate Schedule 1	\$0.000	\$0.000
* - Billed in initial increments of 18 seconds and in 6 Second increments thereafter		

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

Pricing Schedule for AT&T SDN OneNet Service

[REDACTED]				
Mexico - Rate Schedule 2				
Rate Tables 1 – 3	\$0.230	\$0.230	\$0.230	\$0.230
Rate Tables 4 – 6	\$0.230	\$0.230	\$0.230	\$0.230
Rate Tables 7 & 8	\$0.230	\$0.230	\$0.230	\$0.230
* - Billed in Per Minute increments				

7.4 AT&T Terrestrial 1.544 Mbps Local Channel Services - only Local Channels furnished between the Customer's Premises and the AT&T Central Office within the United States.

Local Channel Mileage	AT&T 1.544 Mbps Terrestrial Local Channel Fixed Monthly Charge	AT&T 1.544 Mbps Terrestrial Local Channel Per Mile Charge
0-5	\$300.00	\$0.00
6-20	\$413.00	\$0.00
21-50	\$590.00	\$0.00
50+	\$480.00	\$8.00
AT&T Reference date: N/A		



Contract No. 1718-16625

AT&T INTRASTATE SERVICES FOR AT&T SDN ONENET®, MEGACOM® 800 and 800 ReadyLine Pricing Schedule

	AT&T MA Reference No.
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Customer("Customer")	AT&T("AT&T")
Cook County Government 69 W. Washington Chicago, IL 60608USA	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Contact
Name: Doug Coupland Title: Director of Telecommunications Street Address: 69 W Washington Ste. 2700 City: Chicago State/Province: Illinois Zip Code: 60602 County: United States Phone: 312-603- 1498 Email: DougA.Coupland@cookcountyil.gov	Keneese McNamer 225 W. Randolph St. Room 23C Chicago, IL 60606 Tel: 312-364-2982 Email: km1312@att.com With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name : Agent Street Address : City : State : Zip Code : Telephone : Fax : Email : Agent Code :	

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

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

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

Pricing Schedule for AT&T Intrastate Voice Services for AT&T SDN ONENET®, MEGACOM® 800 and 800 ReadyLine

1. SERVICES

Service	Service Publication	Service Publication Location
<ul style="list-style-type: none"> SDN/OneNet 800 ReadyLine 	See State Specific Business Publications <ul style="list-style-type: none"> See 'Learn More' - State Tariffs, Service Guides/Tariffs, Custom Network Services 	http://www.att.com/servicepublications

2. JURISDICTION AND TARIFF REFERENCE

State	Service Provider	Service Publication (incorporated by reference)
Illinois	AT&T Corp.	Service Guide - Custom Network Services

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Coterminous with the agreement, MARC Schedule or Pricing Schedule identified in Section 4, below
Pricing Schedule Term Start Date	First day of first full billing cycle after Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule

4. MARC AND MARC-ELIGIBLE CHARGES

MARC under this Pricing Schedule	None
MARC required to exist under an AT&T interstate voice/data agreement for the rates and discounts under this Pricing Schedule to be effective	\$ 0

4.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	All services contained in this pricing schedule
--------------------------------	---

5. DISCOUNTS

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 4.

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

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

Pricing Schedule for AT&T Intrastate Voice Services for AT&T SDN ONENET®, MEGACOM® 800 and 800 ReadyLine

6.1 Promotions

Not Applicable

6.2. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide: http://serviceguidenew.att.com/sg_flashPlayerPage/GP
<p>The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Service") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.</p> <p>The Eligible Replacement Service(s) will be identified adjacent to the corresponding Affected Service in the General Provisions. Such Eligible Replacement Service(s) shall be provided to Customer pursuant to the terms of the applicable Service Publication.</p>	

7. Rates

- **See Attached Rate Schedule Page(s)**

Rates are provided on the attached rate pages in "cents per minute". The actual billing increments are:

SDN/OneNet	initial 18/additional 6 seconds
800 ReadyLine	initial 30/additional 1 seconds

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

Pricing Schedule for AT&T Intrastate Voice Services for AT&T SDN ONENET®, MEGACOM® 800 and 800 ReadyLine

Section 7 – Rates (rates not provided will be billed at tariffed rates)				
Customer Name	Cook County Government			
STATE/ COMMONWEALTH	SDN/OneNet			
H	Cents Per Minute			
	Schedules A		800 ReadyLine	
	IntraLata	InterLata	IntraLata	InterLata
Illinois	\$0.084	\$0.084	\$0.084	\$0.084



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

Customer	AT&T
COOK COUNTY GOVERNMENT NORTH Street Address: 118 NORTH CLARK STREET City: CHICAGO State/Province: IL Zip Code: 60602 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices
Name: Doug Coupland Title: Street Address: 118 N. Clark Street City: Chicago State/Province: IL Zip Code: 60602 Country: United States Telephone: 3126031498 Fax: Email: DougA.Coupland@cookcountyil.gov Customer Account Number or Master Account Number: 1-SK8V-1798	<input type="checkbox"/> Primary AT&T Contact Name: Keneese McNamer Street Address: 225 W RANDOLPH ST -- Z2 7C City: CHICAGO State/Province: IL Zip Code: 60606 Country: United States Telephone: 3123642982 Fax: 3123643166 Email: km1312@us.att.com Sales/Branch Manager: NORMAN TERRI SCVP Name: NORMAN TERRI Sales Strata: Retail Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name1: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

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

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

AT&T and Customer Confidential Information

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

1. SERVICES

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

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	60 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	36 months

4. GRANDFATHERING AND WITHDRAWAL

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

AT&T and Customer Confidential Information

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

5. RATES (US Mainland, and HI only)

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

Table 1: DNS Services

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

Table 2: MIS Tele – Installation

Discount: 100.0 %

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

* Service not available with MPLS PNT

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

Pricing also applies to Service locations in Alaska

Table 3: On-Site Installation

Discount: 100.0 %

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

* Pricing also applies to Service locations in Alaska

Table 4: Flexible Bandwidth Billing Option – Ethernet*

MIS & MIS w/Managed Router Discount: 64.0 % Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.	Incremental Usage Fee Discount: 64.0 % This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
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AT&T and Customer Confidential Information

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

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

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

400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

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

Table 5: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet*

MIS & MIS w/Managed Router Discount: 64.0 % Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 64.0 % Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee
MIS Discount for the following:			Incremental Usage Fee Discount for the following:
.5 Gbps	\$5,658	\$7,000	\$70.00
1.0 Gbps	\$6,400	\$9,950	\$49.75
MIS Discount for the following:			Incremental Usage Fee Discount for the following:
1.5 Gbps	\$8,727	\$10,909	\$36.36
2.0 Gbps	\$9,091	\$12,276	\$30.69
2.5 Gbps	\$11,244	\$15,215	\$30.43
MIS Discount for the following:			Incremental Usage Fee Discount for the following:
3.0 Gbps	\$13,309	\$17,981	\$29.97
3.5 Gbps	\$14,400	\$19,462	\$27.80
4.0 Gbps	\$16,015	\$21,591	\$26.99
MIS Discount for the following:			Incremental Usage Fee Discount for the following:
4.5 Gbps	\$16,771	\$22,720	\$25.24
5.0 Gbps	\$18,196	\$24,553	\$24.55
5.5 Gbps	\$19,636	\$26,502	\$24.09
6.0 Gbps	\$21,309	\$28,768	\$23.97
MIS Discount for the following:			Incremental Usage Fee Discount for the following:
6.5 Gbps	\$22,589	\$30,499	\$23.46
7.0 Gbps	\$24,218	\$32,727	\$23.38
7.5 Gbps	\$25,760	\$34,793	\$23.20
8.0 Gbps	\$26,953	\$36,387	\$22.74
MIS Discount for the following:			Incremental Usage Fee Discount for the following:
8.5 Gbps	\$28,233	\$38,115	\$22.42

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

9.0 Gbps	\$28,931	\$39,069	\$21.71
9.5 Gbps	\$29,527	\$39,855	\$20.98
10.0 Gbps	\$30,909	\$41,716	\$20.86

* Service not available with MPLS PNT

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

Table 6: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges

Discount: 94.0 %

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

* Charges waived for Sites with AT&T BVoIP Service

**no real-time class available

(†) Speed not available with MPLS PNT

Pricing also applies to Service locations in Alaska

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

Discount: 94.0 %

Speed	Undiscounted MIS & MIS w Managed Router MRC*
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705

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

8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service
 ** Speed not available with MPLS PNT
 # Pricing also applies to Service locations in Alaska

Table 8: Class Of Service Option - Installation Fees

Discount: 100.0 %

Class of Service Undiscounted Installation Fee**	\$1,000
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*Charges waived for Sites with AT&T BVoIP Service
 # Pricing also applies to Service locations in Alaska

Table 9: Local Access

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

NPA/NXX	Location	Access	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring
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**AT&T MANAGED INTERNET SERVICE
 PRICING SCHEDULE**

		Bandwidth		Charge
312421	1901 W HARRISON ST, Chicago, IL, 60612, United States	MIS Ethernet Access 100 Mbps	\$0.00	\$860.11
773247	2650 S CALIFORNIA AVE, CHICAGO, IL, 60608, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$2438.80
773247	2650 S CALIFORNIA AVE, CHICAGO, IL, 60608, United States	MIS Ethernet Access 100 Mbps	\$0.00	\$860.11
708366	536 N HARLEM AVE, RIVER FOREST, IL, 603051932, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$2438.75
312368	69 W WASHINGTON ST, Chicago, IL, 60602, United States	MIS Ethernet Access 100 Mbps	\$0.00	\$421.97
708366	536 N HARLEM AVE, RIVER FOREST, IL, 603051932, United States	MIS Ethernet Access 100 Mbps	\$0.00	\$860.11
312421	1901 W HARRISON ST, Chicago, IL, 60612, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$2438.75
847470	5600 OLD ORCHARD RD, Skokie, IL, 60077, United States	MIS Ethernet Access 100 Mbps	\$0.00	\$860.11
847253	2121 EUCLID AVE, ROLLING MEADOWS, IL, 600081500, United States	MIS Ethernet Access 100 Mbps	\$0.00	\$421.97

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

708366	1401 MAYBROOK DR, MAYWOOD, IL, 601532414, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$2438.75
847470	5600 OLD ORCHARD RD, Skokie, IL, 60077, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$2438.75
312201	118 N CLARK ST, CHICAGO, IL, 60602, United States	MIS Ethernet Access 100 Mbps	\$0.00	\$421.97
708331	16501 KEDZIE AVE, Markham, IL, 60428, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$2438.80
312368	69 W WASHINGTON ST, Chicago, IL, 60602, United States	MIS Ethernet Access 10.0 Gbps	\$0.00	\$2200.75
312368	69 W WASHINGTON ST, Chicago, IL, 60602, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$1993.47
708535	15900 CICERO AVE, Oak Forest, IL, 60452, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$2438.80
847253	2121 EUCLID AVE, ROLLING MEADOWS, IL, 600081500, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$1993.47
708366	1401 MAYBROOK DR, MAYWOOD, IL, 601532414,	MIS Ethernet Access 100 Mbps	\$0.00	\$860.11

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

	United States			
708430	10220 S 76TH AVE, BRIDGEVIEW , IL, 604552438, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$2438.75
708409	1 ALOHA LN, OAK BROOK, IL, 60523, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$2438.80
708430	10220 S 76TH AVE, BRIDGEVIEW , IL, 604552438, United States	MIS Ethernet Access 100 Mbps	\$0.00	\$860.11
708331	16501 KEDZIE AVE, Markham, IL, 60428, United States	MIS Ethernet Access 100 Mbps	\$0.00	\$860.11
708409	1 ALOHA LN, OAK BROOK, IL, 605230907, United States	MIS Ethernet Access 100 Mbps	\$0.00	\$860.11
708535	15900 CICERO AVE, Oak Forest, IL, 60452, United States	MIS Ethernet Access 100 Mbps	\$0.00	\$860.11
312201	118 N CLARK ST, CHICAGO, IL, 60602, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$1993.47

Section II: Additional Service Fees

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

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

End of Document

AT&T and Customer Confidential Information

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Contract No. 1718-16625

**AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

AT&T MA Reference No. 136115UA
AT&T Contract ID No. ASE0VOYZB

Customer	AT&T
Cook County Government 69 W. Washington Chicago, IL 60608USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Doug Coupland Title: Director of Telecommunications Street Address: 69 W Washington Ste. 2700 City: Chicago State/Province: Illinois Zip Code: 60602 County: United States Phone: 312-603- 1498 Email: DougA.Coupland@cookcountyil.gov	Keneese McNamer 225 W. Randolph St. Room 23C Chicago, IL 60606 Tel: 312-364-2982 Email: km1312@att.com With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Fax: Email: Agent Code	

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

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service.

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

If Customer's OPT-E-MAN[®] Service, Customized Switched Metro Ethernet Service ("CSME") or BellSouth[®] Metro Ethernet Service ("MetroE") is replaced by AT&T Switched Ethernet Service provided under this Pricing Schedule at the same location(s), AT&T will waive early termination charges on such OPT-E-MAN[®], CSME or MetroE service.

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
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WK# - TCAL and ILEC - Intrastate -TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

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

Service	AT&T Switched Ethernet Service SM	
Service Provider(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Illinois	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

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

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges and, if AT&T installs Customer Premises Support Structure facilities for AT&T Switched Ethernet Service at any site, an additional \$9,200 for such site to recover facility costs	36 months

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

Customer may disconnect or terminate up to 15 different sites in total without penalty provided for each site: (i) existing service was in place for at least 12 months; (ii) any such termination was due to building closure or relocation and; (iii) if a new circuit is added at the same rate with a minimum of 24 month term. Additional special construction charges may apply.

WK# - TCAL and ILEC - Intrastate -TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms**

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS*) in excess of quantities listed Section A-1 of Attachment A ("Adds") permitted only as specified below:

Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges	Additional Requirements
All Service Components listed In Attachment(s) A	Site(s) listed in Attachment A plus any other Site(s) in AT&T service areas in states included in Attachment A	As provided in Attachment A	As provided in Attachment A, plus any additional special construction charges that may be assessed	<ul style="list-style-type: none"> Adds must be installed no later than 36 months after Effective Date

* For any permitted Add, Customer may order any CIR/CoS described in section 4.3.2, Pricing for Service Reconfiguration - Increase in CIR or CoS, at the rates set forth therein.

Customer may disconnect or terminate up to 15 different sites in total without penalty provided for each site: (i) existing service was in place for at least 12 months; (ii) any such termination was due to building closure or relocation and; (iii) if a new circuit is added at the same rate with a minimum of 24 month term. Additional special construction charges may apply.

4.2 Moves

Per applicable Service Publication'

4.3 Upgrades

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

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

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class Service (CoS) specified in Attachment A	As specified in Attachment A

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

5. WAIVERS

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

WK# - TCAL and ILEC - Intrastate -TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

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

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

7. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

7.1 Accelerated Discount

	Accelerated Discount	Liability upon early termination of any Service Component
Special Construction Charges Discount	\$517,399.78	100% of the accelerated discount divided by the number of months in the Pricing Schedule Term multiplied by the number of months remaining in the Pricing Schedule Term at date of termination

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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
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ATTACHMENT A - Illinois
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Cook County Government

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 10 Gig / Basic / EYQGX / GEM	10	0	\$1,012.50	\$10,125.00	\$15,750.00	\$0.00	\$0.00
Customer Port Connection - 1 Gig / Basic / EYQFX / GEM	1	0	\$225.45	\$225.45	\$2,100.00	\$0.00	\$0.00
Customer Port Connection - 100 Mbps / Basic / EYQEX / GEM	164	0	\$225.45	\$36,973.80	\$1,925.00	\$0.00	\$0.00
10Mb CIR / Business Critical Medium - Basic Only / R6EBX / GEM	157	0	\$148.50	\$23,314.50	\$150.00	\$0.00	\$0.00
20Mb CIR / Business Critical Medium - Basic Only / R6EDX / GEM	1	0	\$199.80	\$199.80	\$150.00	\$0.00	\$0.00
50Mb CIR / Business Critical Medium - Basic Only / R6EHX / GEM	3	0	\$280.80	\$842.40	\$150.00	\$0.00	\$0.00
100Mb CIR / Business Critical Medium - Basic Only / R6ELX / GEM	3	0	\$395.55	\$1,186.65	\$150.00	\$0.00	\$0.00
250Mb CIR / Business Critical Medium - Basic Only / R6EQX / GEM	1	0	\$550.80	\$550.80	\$150.00	\$0.00	\$0.00
1000Mb CIR / Business Critical Medium - Basic Only / R6EZX / GEM	10	0	\$854.55	\$8,545.50	\$150.00	\$0.00	\$0.00
5Mb CIR / Business Critical Medium - Basic Only / R6EAX / GEM	Growth	0	\$140.00	\$0.00	\$150.00	\$0.00	\$0.00
Additional Mac Address 251-500 / n/a / M2CBX / GEM	Growth	0	\$2.50	\$0.00	\$70.00	\$0.00	\$0.00
2Mb CIR / Business Critical HIGH - Basic Only / R6E2X / GEM	Growth	0	\$122.50	\$0.00	\$150.00	\$0.00	\$0.00
2Mb CIR / Business Critical Medium - Basic Only / R6E2X / GEM	Growth	0	\$102.00	\$0.00	\$150.00	\$0.00	\$0.00

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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
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Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
2Mb CIR / Interactive - Basic Only / R6E2X / GEM	Growth	0	\$144.00	\$0.00	\$150.00	\$0.00	\$0.00
2Mb CIR / Non Critical HIGH - Basic Only / R6E2X / GEM	Growth	0	\$98.50	\$0.00	\$150.00	\$0.00	\$0.00
2Mb CIR / RealTime - Basic Only / R6E2X / GEM	Growth	0	\$156.00	\$0.00	\$150.00	\$0.00	\$0.00
4Mb CIR / Business Critical HIGH - Basic Only / R6E4X / GEM	Growth	0	\$141.00	\$0.00	\$150.00	\$0.00	\$0.00
4Mb CIR / Business Critical Medium - Basic Only / R6E4X / GEM	Growth	0	\$121.00	\$0.00	\$150.00	\$0.00	\$0.00
4Mb CIR / Interactive - Basic Only / R6E4X / GEM	Growth	0	\$160.00	\$0.00	\$150.00	\$0.00	\$0.00
4Mb CIR / Non Critical HIGH - Basic Only / R6E4X / GEM	Growth	0	\$117.50	\$0.00	\$150.00	\$0.00	\$0.00
4Mb CIR / RealTime - Basic Only / R6E4X / GEM	Growth	0	\$172.50	\$0.00	\$150.00	\$0.00	\$0.00
5Mb CIR / Business Critical HIGH - Basic Only / R6EAX / GEM	Growth	0	\$159.00	\$0.00	\$150.00	\$0.00	\$0.00
5Mb CIR / Interactive - Basic Only / R6EAX / GEM	Growth	0	\$178.00	\$0.00	\$150.00	\$0.00	\$0.00
5Mb CIR / Non Critical HIGH - Basic Only / R6EAX / GEM	Growth	0	\$134.00	\$0.00	\$150.00	\$0.00	\$0.00
5Mb CIR / RealTime - Basic Only / R6EAX / GEM	Growth	0	\$191.00	\$0.00	\$150.00	\$0.00	\$0.00
8Mb CIR / Business Critical HIGH - Basic Only / R6E8X / GEM	Growth	0	\$178.50	\$0.00	\$150.00	\$0.00	\$0.00
8Mb CIR / Business Critical Medium - Basic Only / R6E8X / GEM	Growth	0	\$165.00	\$0.00	\$150.00	\$0.00	\$0.00
8Mb CIR / Interactive - Basic Only / R6E8X / GEM	Growth	0	\$190.50	\$0.00	\$150.00	\$0.00	\$0.00
8Mb CIR / Non Critical HIGH - Basic Only / R6E8X / GEM	Growth	0	\$159.00	\$0.00	\$150.00	\$0.00	\$0.00
8Mb CIR / RealTime - Basic Only / R6E8X / GEM	Growth	0	\$204.00	\$0.00	\$150.00	\$0.00	\$0.00

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**AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
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Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
10Mb CIR / Business Critical HIGH - Basic Only / R6EBX / GEM	Growth	0	\$225.00	\$0.00	\$150.00	\$0.00	\$0.00
10Mb CIR / Interactive - Basic Only / R6EBX / GEM	Growth	0	\$255.00	\$0.00	\$150.00	\$0.00	\$0.00
10Mb CIR / Non Critical HIGH - Basic Only / R6EBX / GEM	Growth	0	\$186.00	\$0.00	\$150.00	\$0.00	\$0.00
10Mb CIR / RealTime - Basic Only / R6EBX / GEM	Growth	0	\$273.00	\$0.00	\$150.00	\$0.00	\$0.00
20Mb CIR / Business Critical HIGH - Basic Only / R6EDX / GEM	Growth	0	\$300.00	\$0.00	\$150.00	\$0.00	\$0.00
20Mb CIR / Interactive - Basic Only / R6EDX / GEM	Growth	0	\$330.00	\$0.00	\$150.00	\$0.00	\$0.00
20Mb CIR / Non Critical HIGH - Basic Only / R6EDX / GEM	Growth	0	\$258.00	\$0.00	\$150.00	\$0.00	\$0.00
20Mb CIR / RealTime - Basic Only / R6EDX / GEM	Growth	0	\$354.00	\$0.00	\$150.00	\$0.00	\$0.00
50Mb CIR / Business Critical HIGH - Basic Only / R6EHX / GEM	Growth	0	\$337.50	\$0.00	\$150.00	\$0.00	\$0.00
50Mb CIR / Interactive - Basic Only / R6EHX / GEM	Growth	0	\$367.50	\$0.00	\$150.00	\$0.00	\$0.00
50Mb CIR / Non Critical HIGH - Basic Only / R6EHX / GEM	Growth	0	\$294.00	\$0.00	\$150.00	\$0.00	\$0.00
50Mb CIR / RealTime - Basic Only / R6EHX / GEM	Growth	0	\$396.00	\$0.00	\$150.00	\$0.00	\$0.00
100Mb CIR / Business Critical HIGH - Basic Only / R6ELX / GEM	Growth	0	\$390.00	\$0.00	\$150.00	\$0.00	\$0.00
100Mb CIR / Interactive - Basic Only / R6ELX / GEM	Growth	0	\$420.00	\$0.00	\$150.00	\$0.00	\$0.00
100Mb CIR / Non Critical HIGH - Basic Only / R6ELX / GEM	Growth	0	\$342.00	\$0.00	\$150.00	\$0.00	\$0.00
100Mb CIR / RealTime - Basic Only / R6ELX / GEM	Growth	0	\$450.00	\$0.00	\$150.00	\$0.00	\$0.00
150Mb CIR / Business Critical HIGH - Basic Only / R6ENX / GEM	Growth	0	\$508.00	\$0.00	\$150.00	\$0.00	\$0.00

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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
150Mb CIR / Business Critical Medium - Basic Only / R6ENX / GEM	Growth	0	\$419.00	\$0.00	\$150.00	\$0.00	\$0.00
150Mb CIR / Interactive - Basic Only / R6ENX / GEM	Growth	0	\$457.50	\$0.00	\$150.00	\$0.00	\$0.00
150Mb CIR / Non Critical HIGH - Basic Only / R6ENX / GEM	Growth	0	\$398.50	\$0.00	\$150.00	\$0.00	\$0.00
150Mb CIR / RealTime - Basic Only / R6ENX / GEM	Growth	0	\$490.00	\$0.00	\$150.00	\$0.00	\$0.00
250Mb CIR / Business Critical HIGH - Basic Only / R6EQX / GEM	Growth	0	\$537.50	\$0.00	\$150.00	\$0.00	\$0.00
250Mb CIR / Interactive - Basic Only / R6EQX / GEM	Growth	0	\$597.50	\$0.00	\$150.00	\$0.00	\$0.00
250Mb CIR / Non Critical HIGH - Basic Only / R6EQX / GEM	Growth	0	\$455.00	\$0.00	\$150.00	\$0.00	\$0.00
250Mb CIR / RealTime - Basic Only / R6EQX / GEM	Growth	0	\$642.50	\$0.00	\$150.00	\$0.00	\$0.00
400Mb CIR / Business Critical HIGH - Basic Only / R6ESX / GEM	Growth	0	\$591.00	\$0.00	\$150.00	\$0.00	\$0.00
400Mb CIR / Business Critical Medium - Basic Only / R6ESX / GEM	Growth	0	\$531.00	\$0.00	\$150.00	\$0.00	\$0.00
400Mb CIR / Interactive - Basic Only / R6ESX / GEM	Growth	0	\$651.00	\$0.00	\$150.00	\$0.00	\$0.00
400Mb CIR / Non Critical HIGH - Basic Only / R6ESX / GEM	Growth	0	\$505.50	\$0.00	\$150.00	\$0.00	\$0.00
400Mb CIR / RealTime - Basic Only / R6ESX / GEM	Growth	0	\$699.00	\$0.00	\$150.00	\$0.00	\$0.00
500Mb CIR / Business Critical HIGH - Basic Only / R6ETX / GEM	Growth	0	\$737.00	\$0.00	\$150.00	\$0.00	\$0.00
500Mb CIR / Business Critical Medium - Basic Only / R6ETX / GEM	Growth	0	\$570.00	\$0.00	\$150.00	\$0.00	\$0.00
500Mb CIR / Interactive - Basic Only / R6ETX / GEM	Growth	0	\$690.00	\$0.00	\$150.00	\$0.00	\$0.00
500Mb CIR / Non Critical HIGH - Basic Only / R6ETX / GEM	Growth	0	\$543.00	\$0.00	\$150.00	\$0.00	\$0.00

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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
500Mb CIR / RealTime - Basic Only / R6ETX / GEM	Growth	0	\$741.00	\$0.00	\$150.00	\$0.00	\$0.00
600Mb CIR / Business Critical HIGH - Basic Only / R6EUX / GEM	Growth	0	\$787.00	\$0.00	\$150.00	\$0.00	\$0.00
600Mb CIR / Business Critical Medium - Basic Only / R6EUX / GEM	Growth	0	\$667.50	\$0.00	\$150.00	\$0.00	\$0.00
600Mb CIR / Interactive - Basic Only / R6EUX / GEM	Growth	0	\$787.50	\$0.00	\$150.00	\$0.00	\$0.00
600Mb CIR / Non Critical HIGH - Basic Only / R6EUX / GEM	Growth	0	\$636.00	\$0.00	\$150.00	\$0.00	\$0.00
600Mb CIR / RealTime - Basic Only / R6EUX / GEM	Growth	0	\$843.00	\$0.00	\$150.00	\$0.00	\$0.00
1000Mb CIR / Business Critical HIGH - Basic Only / R6EZX / GEM	Growth	0	\$1,150.00	\$0.00	\$150.00	\$0.00	\$0.00
1000Mb CIR / Interactive - Basic Only / R6EZX / GEM	Growth	0	\$892.50	\$0.00	\$150.00	\$0.00	\$0.00
1000Mb CIR / Non Critical HIGH - Basic Only / R6EZX / GEM	Growth	0	\$735.00	\$0.00	\$150.00	\$0.00	\$0.00
1000Mb CIR / RealTime - Basic Only / R6EZX / GEM	Growth	0	\$957.00	\$0.00	\$150.00	\$0.00	\$0.00
2000Mb CIR / Business Critical HIGH - Basic Only / R61BX / GEM	Growth	0	\$1,491.00	\$0.00	\$150.00	\$0.00	\$0.00
2000Mb CIR / Business Critical Medium - Basic Only / R61BX / GEM	Growth	0	\$1,440.00	\$0.00	\$150.00	\$0.00	\$0.00
2000Mb CIR / Interactive - Basic Only / R61BX / GEM	Growth	0	\$1,542.00	\$0.00	\$150.00	\$0.00	\$0.00
2000Mb CIR / Non Critical HIGH - Basic Only / R61BX / GEM	Growth	0	\$1,368.00	\$0.00	\$150.00	\$0.00	\$0.00
2000Mb CIR / RealTime - Basic Only / R61BX / GEM	Growth	0	\$1,650.00	\$0.00	\$150.00	\$0.00	\$0.00
2500Mb CIR / Business Critical HIGH - Basic Only / R61CX / GEM	Growth	0	\$1,786.50	\$0.00	\$150.00	\$0.00	\$0.00

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Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
2500Mb CIR / Business Critical Medium - Basic Only / R61CX / GEM	Growth	0	\$1,725.00	\$0.00	\$150.00	\$0.00	\$0.00
2500Mb CIR / Interactive - Basic Only / R61CX / GEM	Growth	0	\$1,848.00	\$0.00	\$150.00	\$0.00	\$0.00
2500Mb CIR / Non Critical HIGH - Basic Only / R61CX / GEM	Growth	0	\$1,641.00	\$0.00	\$150.00	\$0.00	\$0.00
2500Mb CIR / RealTime - Basic Only / R61CX / GEM	Growth	0	\$1,980.00	\$0.00	\$150.00	\$0.00	\$0.00
4000Mb CIR / Business Critical HIGH - Basic Only / R61FX / GEM	Growth	0	\$2,112.00	\$0.00	\$150.00	\$0.00	\$0.00
4000Mb CIR / Business Critical Medium - Basic Only / R61FX / GEM	Growth	0	\$2,040.00	\$0.00	\$150.00	\$0.00	\$0.00
4000Mb CIR / Interactive - Basic Only / R61FX / GEM	Growth	0	\$2,148.00	\$0.00	\$150.00	\$0.00	\$0.00
4000Mb CIR / Non Critical HIGH - Basic Only / R61FX / GEM	Growth	0	\$1,938.00	\$0.00	\$150.00	\$0.00	\$0.00
4000Mb CIR / RealTime - Basic Only / R61FX / GEM	Growth	0	\$2,337.00	\$0.00	\$150.00	\$0.00	\$0.00
5000Mb CIR / Business Critical HIGH - Basic Only / R61HX / GEM	Growth	0	\$2,484.00	\$0.00	\$150.00	\$0.00	\$0.00
5000Mb CIR / Business Critical Medium - Basic Only / R61HX / GEM	Growth	0	\$2,400.00	\$0.00	\$150.00	\$0.00	\$0.00
5000Mb CIR / Interactive - Basic Only / R61HX / GEM	Growth	0	\$2,568.00	\$0.00	\$150.00	\$0.00	\$0.00
5000Mb CIR / Non Critical HIGH - Basic Only / R61HX / GEM	Growth	0	\$2,280.00	\$0.00	\$150.00	\$0.00	\$0.00
5000Mb CIR / RealTime - Basic Only / R61HX / GEM	Growth	0	\$2,748.00	\$0.00	\$150.00	\$0.00	\$0.00
7500Mb CIR / Business Critical HIGH - Basic Only / R61NX / GEM	Growth	0	\$3,261.00	\$0.00	\$150.00	\$0.00	\$0.00

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Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
7500Mb CIR / Business Critical Medium - Basic Only / R61NX / GEM	Growth	0	\$3,150.00	\$0.00	\$150.00	\$0.00	\$0.00
7500Mb CIR / Interactive - Basic Only / R61NX / GEM	Growth	0	\$3,372.00	\$0.00	\$150.00	\$0.00	\$0.00
7500Mb CIR / Non Critical HIGH - Basic Only / R61NX / GEM	Growth	0	\$2,994.00	\$0.00	\$150.00	\$0.00	\$0.00
7500Mb CIR / RealTime - Basic Only / R61NX / GEM	Growth	0	\$3,609.00	\$0.00	\$150.00	\$0.00	\$0.00
9500Mb CIR / Business Critical HIGH - Basic Only / R61RX / GEM	Growth	0	\$3,882.00	\$0.00	\$150.00	\$0.00	\$0.00
9500Mb CIR / Business Critical Medium - Basic Only / R61RX / GEM	Growth	0	\$3,750.00	\$0.00	\$150.00	\$0.00	\$0.00
9500Mb CIR / Interactive - Basic Only / R61RX / GEM	Growth	0	\$4,014.00	\$0.00	\$150.00	\$0.00	\$0.00
9500Mb CIR / Non Critical HIGH - Basic Only / R61RX / GEM	Growth	0	\$3,564.00	\$0.00	\$150.00	\$0.00	\$0.00
9500Mb CIR / RealTime - Basic Only / R61RX / GEM	Growth	0	\$4,296.00	\$0.00	\$150.00	\$0.00	\$0.00
10000Mb CIR / Business Critical HIGH - Basic Only / R61SX / GEM	Growth	0	\$4,036.50	\$0.00	\$150.00	\$0.00	\$0.00
10000Mb CIR / Business Critical Medium - Basic Only / R61SX / GEM	Growth	0	\$3,900.00	\$0.00	\$150.00	\$0.00	\$0.00
10000Mb CIR / Interactive - Basic Only / R61SX / GEM	Growth	0	\$4,173.00	\$0.00	\$150.00	\$0.00	\$0.00
10000Mb CIR / Non Critical HIGH - Basic Only / R61SX / GEM	Growth	0	\$3,705.00	\$0.00	\$150.00	\$0.00	\$0.00
10000Mb CIR / RealTime - Basic Only / R61SX / GEM	Growth	0	\$4,467.00	\$0.00	\$150.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 2 Mbps / LYTOA / GEM	Growth	0	\$125.00	\$0.00	\$300.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 4 Mbps / LYTOB / GEM	Growth	0	\$142.50	\$0.00	\$345.00	\$0.00	\$0.00

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Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
ICO Trunk Connection, Per EVC / 5 Mbps / LYTOC / GEM	Growth	0	\$157.50	\$0.00	\$400.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 8 Mbps / LYTOD / GEM	Growth	0	\$180.00	\$0.00	\$460.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 10 Mbps / LYTOE / GEM	Growth	0	\$210.00	\$0.00	\$525.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 20 Mbps / LYTOF / GEM	Growth	0	\$252.00	\$0.00	\$600.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 50 Mbps / LYTOG / GEM	Growth	0	\$315.00	\$0.00	\$700.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 100 Mbps / LYTOH / GEM	Growth	0	\$420.00	\$0.00	\$800.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 150 Mbps / LYTOJ / GEM	Growth	0	\$630.00	\$0.00	\$925.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 200 Mbps / LYTOO / GEM	Growth	0	\$720.00	\$0.00	\$1,200.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 250 Mbps / LYTOK / GEM	Growth	0	\$810.00	\$0.00	\$1,200.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 300 Mbps / LYTOP / GEM	Growth	0	\$1,024.00	\$0.00	\$1,200.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 400 Mbps / LYTOQ / GEM	Growth	0	\$1,562.00	\$0.00	\$1,200.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 500 Mbps / LYTOL / GEM	Growth	0	\$1,750.00	\$0.00	\$1,200.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 600 Mbps / LYTOM / GEM	Growth	0	\$2,100.00	\$0.00	\$1,200.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 700 Mbps / LYTOR / GEM	Growth	0	\$2,210.00	\$0.00	\$1,200.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 800 Mbps / LYTOS / GEM	Growth	0	\$2,270.00	\$0.00	\$1,200.00	\$0.00	\$0.00

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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
ICO Trunk Connection, Per EVC / 900 Mbps / LYTOT / GEM	Growth	0	\$2,330.00	\$0.00	\$1,200.00	\$0.00	\$0.00
ICO Trunk Connection, Per EVC / 1 Gbps / LYTON / GEM	Growth	0	\$2,415.00	\$0.00	\$1,200.00	\$0.00	\$0.00
ICO Trunk Conn. Mileage 2M - 20M / 11-25 Miles / JZXTE / GEM	Growth	0	\$85.00	\$0.00	\$0.00	\$0.00	\$0.00
ICO Trunk Conn. Mileage 2M - 20M / 26-35 Miles / JZXTH / GEM	Growth	0	\$135.00	\$0.00	\$0.00	\$0.00	\$0.00
ICO Trunk Conn. Mileage 2M - 20M / 36-50 Miles / JZXTL / GEM	Growth	0	\$205.00	\$0.00	\$0.00	\$0.00	\$0.00
ICO Trunk Conn. Mileage 2M - 20M / 0-10 Miles / JJZ49E / GEM	Growth	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ICO Trunk Conn. Mileage 50M - 200M / 11-25 Miles / JZ49A / GEM	Growth	0	\$187.50	\$0.00	\$0.00	\$0.00	\$0.00
ICO Trunk Conn. Mileage 50M - 200M / 26-35 Miles / JZ49C / GEM	Growth	0	\$337.50	\$0.00	\$0.00	\$0.00	\$0.00
ICO Trunk Conn. Mileage 50M - 200M / 36-50 Miles / JZ49D / GEM	Growth	0	\$550.00	\$0.00	\$0.00	\$0.00	\$0.00
ICO Trunk Conn. Mileage 50M - 200M / 0-10 Miles / JJZ49E / GEM	Growth	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ICO Trunk Conn. Mileage 250M - 1000M / 11-25 Miles / JZ49B / GEM	Growth	0	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00
ICO Trunk Conn. Mileage 250M - 1000M / 26-35 Miles / JZXTK / GEM	Growth	0	\$875.00	\$0.00	\$0.00	\$0.00	\$0.00
ICO Trunk Conn. Mileage 250M - 1000M / 36-50 Miles / JZXTO / GEM	Growth	0	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
ICO Trunk Conn. Mileage 250M - 1000M / 0-10 Miles / JJZ49E / GEM	Growth	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Alternate Serving Switch / 0-10 Miles / 1HHEK / GEM	Growth	0	\$162.50	\$0.00	\$1,200.00	\$0.00	\$0.00
Alternate Serving Switch / 11-25 Miles / 1HHEL / GEM	Growth	0	\$325.00	\$0.00	\$1,200.00	\$0.00	\$0.00
Alternate Serving Switch / 26-35 Miles / 1HHEM / GEM	Growth	0	\$1,100.00	\$0.00	\$1,200.00	\$0.00	\$0.00
Alternate Serving Switch / 36-50 Miles / 1HHEN / GEM	Growth	0	\$1,500.00	\$0.00	\$1,200.00	\$0.00	\$0.00
Diverse Access / n/a / EY7AD / GEM	Growth	0	\$125.00	\$0.00	\$600.00	\$0.00	\$0.00
DirectLEC Additional Mileage 2 thru 20 Mbs / 0-10 Miles / 1HHDO / GEM	Growth	0	\$375.00	\$0.00	\$1,200.00	\$0.00	\$0.00
DirectLEC Additional Mileage 2 thru 20 Mbs / 11-25 Miles / 1HHDA / GEM	Growth	0	\$750.00	\$0.00	\$1,200.00	\$0.00	\$0.00
DirectLEC Additional Mileage 2 thru 20 Mbs / 26-35 Miles / 1HHDB / GEM	Growth	0	\$1,125.00	\$0.00	\$1,200.00	\$0.00	\$0.00
DirectLEC Additional Mileage 2 thru 20 Mbs / 36-50 Miles / 1HHDC / GEM	Growth	0	\$1,875.00	\$0.00	\$1,200.00	\$0.00	\$0.00
DirectLEC Additional Mileage 50 thru 150 Mbs / 0-10 Miles / 1HHDP / GEM	Growth	0	\$375.00	\$0.00	\$1,200.00	\$0.00	\$0.00
DirectLEC Additional Mileage 50 thru 150 Mbs / 11-25 Miles / 1HHDD / GEM	Growth	0	\$750.00	\$0.00	\$1,200.00	\$0.00	\$0.00
DirectLEC Additional Mileage 50 thru 150 Mbs / 26-35 Miles / 1HHDE / GEM	Growth	0	\$1,125.00	\$0.00	\$1,200.00	\$0.00	\$0.00
DirectLEC Additional Mileage 50 thru 150 Mbs / 36-50 Miles / 1HHDF / GEM	Growth	0	\$1,875.00	\$0.00	\$1,200.00	\$0.00	\$0.00
DirectLEC Additional Mileage 250 thru 1000 Mbs / 0-10 Miles / 1HHDQ / GEM	Growth	0	\$375.00	\$0.00	\$1,200.00	\$0.00	\$0.00
DirectLEC Additional Mileage 250 thru 1000 Mbs / 11-25 Miles / 1HHDG / GEM	Growth	0	\$750.00	\$0.00	\$1,200.00	\$0.00	\$0.00

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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
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Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
DirectLEC Additional Mileage 250 thru 1000 Mbs / 26-35 Miles / 1HHDH / GEM	Growth	0	\$1,125.00	\$0.00	\$1,200.00	\$0.00	\$0.00
DirectLEC Additional Mileage 250 thru 1000 Mbs / 36-50 Miles / 1HHDJ / GEM	Growth	0	\$1,875.00	\$0.00	\$1,200.00	\$0.00	\$0.00
Enhanced MultiCast (Per Port) / n/a / EY7AE / GEM	Growth	0	\$70.00	\$0.00	\$0.00	\$0.00	\$0.00
1G Advanced Access Failover (per port) / n/a / EY7AA / GEM	Growth	0	\$1,060.00	\$0.00	\$1,200.00	\$0.00	\$0.00
10G Advanced Access Failover (per port) / n/a / EY7AB / GEM	Growth	0	\$4,500.00	\$0.00	\$1,200.00	\$0.00	\$0.00
Customer Broadband Port Connection / Broadband basic / EYQUX / GEM	Growth	0	\$100.00	\$0.00	\$1,250.00	\$0.00	\$0.00
3 Mbps down x 1 Mbps up CIR Broadband Basic / Broadband basic / EYZB6 / GEM	Growth	0	\$62.50	\$0.00	\$150.00	\$0.00	\$0.00
6 Mbps down x 1 Mbps up CIR Broadband Basic / Broadband basic / EYZB5 / GEM	Growth	0	\$87.50	\$0.00	\$150.00	\$0.00	\$0.00
12 Mbps down x 1.5 Mbps up CIR Broadband Basic / Broadband basic / EYZB4 / GEM	Growth	0	\$162.50	\$0.00	\$150.00	\$0.00	\$0.00
18 Mbps down x 1.5 Mbps up CIR Broadband Basic / Broadband basic / EYZB3 / GEM	Growth	0	\$237.50	\$0.00	\$150.00	\$0.00	\$0.00
24 Mbps down x 3 Mbps up CIR Broadband Basic / Broadband basic / EYZB2 / GEM	Growth	0	\$300.00	\$0.00	\$150.00	\$0.00	\$0.00
45 Mbps down x 6 Mbps up CIR Broadband Basic / Broadband basic / EYZB1 / GEM	Growth	0	\$362.50	\$0.00	\$150.00	\$0.00	\$0.00
2 Mbps down x 2 Mbps up CIR Broadband Basic / Broadband basic / EYZB8 / GEM	Growth	0	\$112.50	\$0.00	\$150.00	\$0.00	\$0.00
4 Mbps down x 4 Mbps up CIR Broadband Basic / Broadband basic / EYZBZ / GEM	Growth	0	\$137.50	\$0.00	\$150.00	\$0.00	\$0.00

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**AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms**

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Entrance Facility Construction (EFC) / NR9F5	Growth	0	\$0.00	\$0.00	\$3,000.00	\$0.00	\$0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$81,963.90			\$0.00

*If the standard NRC exceeds the billed NRC, the difference has been waived.

Charges for special construction, if needed, may also apply.

Prices for AT&T Switched Ethernet Service include any required Customer Premises Support Structure.

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

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within eighteen (18) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
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A-2 / A-3 Initial New and Existing Sites and Service Configuration

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

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Port ID #	Street Address	City	State	New or Existing Service	Service Provider
1	69 W WASHINGTON, CHGO, IL 60602		IL	New	ATT Illinois
2	15900 CICERO AV, OAK FOR, IL 60452		IL	New	ATT Illinois
3	16501 KEDZIE AV, MRKHM, IL 60428		IL	New	ATT Illinois
4	10220 S 76TH AV, BRDGWW, IL 60455		IL	New	ATT Illinois
5	5600 OLD ORCHARD RD, SKOKIE, IL 60077		IL	New	ATT Illinois
6	1401 MAYBROOK DR, MAYWD, IL 60153		IL	New	ATT Illinois
7	2121 EUCLID AV, ROLNG MDWS, IL 60008		IL	New	ATT Illinois
8	118 N CLARK, CHGO, IL 60602		IL	New	ATT Illinois
9	1901 W HARRISON, CHGO, IL 60612		IL	New	ATT Illinois
10	1 ALOHA LN, WSTCHSTR, IL 60521		IL	New	ATT Illinois
11	1100 S HAMILTON AV, CHGO, IL 60612		IL	New	ATT Illinois
12	1135 W 69TH, CHGO, IL 60621		IL	New	ATT Illinois
13	12201 123RD, PALOS PK, IL 60464		IL	New	ATT Illinois
14	1240 S DAMEN AV, CHGO, IL 60608		IL	New	ATT Illinois
15	12545 W 111TH, LEMONT, IL 60439		IL	New	ATT Illinois
16	1330 54TH AV, CICERO, IL 60804		IL	New	ATT Illinois
17	13450 KEDZIE AV, ROBNS, IL 60472		IL	New	ATT Illinois
18	14698 OAK PARK AV, Oak Forest, IL 60452		IL	New	ATT Illinois
19	1645 COTTAGE GROVE AV, FORD HTS, IL 60411		IL	New	ATT Illinois
20	1701 N QUENTIN RD, PALATIN, IL 60074		IL	New	ATT Illinois
21	200 PORTWINE RD, NORTHBRK, IL 60062		IL	New	ATT Illinois
22	2020 W HARRISON, CHGO, IL 60612		IL	New	ATT Illinois
23	2121 W HARRISON, CHGO, IL 60612		IL	New	ATT Illinois
24	2199 S 1ST AV, MAYWD, IL 60153		IL	New	ATT Illinois
25	2245 W OGDEN AV, CHGO, IL 60612		IL	New	ATT Illinois
26	2423 S AUSTIN BL, CICERO, IL 60804		IL	New	ATT Illinois
27	2424 S PULASKI RD, CHGO, IL 60623		IL	New	ATT Illinois
28	2452 W BELMONT AV, CHGO, IL 60618		IL	New	ATT Illinois

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AT&T SWITCHED ETHERNET SERVICESSM (Intrastate)
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Port ID #	Street Address	City	State	New or Existing Service	Service Provider
29	2650 S CALIFORNIA AV, CHGO, IL 60608		IL	New	ATT Illinois
30	2840 W FULLERTON AV, CHGO, IL 60647		IL	New	ATT Illinois
31	3120 MILWAUKEE AV, NORTHBRK, IL 60062		IL	New	ATT Illinois
32	3151 W HARRISON, CHGO, IL 60612		IL	New	ATT Illinois
33	350 E CERMAK RD, CHGO, IL 60616		IL	New	ATT Illinois
34	3525 S MICHIGAN AV, CHGO, IL 60653		IL	New	ATT Illinois
35	4545 W CERMAK RD, CHGO, IL 60623		IL	New	ATT Illinois
36	4800 W CHICAGO AV, CHGO, IL 60651		IL	New	ATT Illinois
37	500 E 51ST, CHGO, IL 60615		IL	New	ATT Illinois
38	500 OGDEN AV, WSTRN SPGS, IL 60558		IL	New	ATT Illinois
39	5101 S WENTWORTH AV, CHGO, IL 60609		IL	New	ATT Illinois
40	536 N HARLEM AV, RVR FOR, IL 60305		IL	New	ATT Illinois
41	555 W HARRISON, CHGO, IL 60607		IL	New	ATT Illinois
42	5555 W GRAND AV, CHGO, IL 60639		IL	New	ATT Illinois
43	5912 W CERMAK RD, CICERO, IL 60804		IL	New	ATT Illinois
44	6100 N CENTRAL AV, CHGO, IL 60646		IL	New	ATT Illinois
45	6337 S WOODLAWN AV, CHGO, IL 60637		IL	New	ATT Illinois
46	640 COSMAN RD, ELK GRV VLG, IL 60007		IL	New	ATT Illinois
47	650 PHOENIX CENTER DR, PHENIX, IL 60426		IL	New	ATT Illinois
48	6797 W 147TH ST, OAK FOREST, IL 60452		IL	New	ATT Illinois
49	727 E 111TH, CHGO, IL 60628		IL	New	ATT Illinois
50	9801 W CAL SAG RD, PALOS PK, IL 60464		IL	New	ATT Illinois
51	7556 JACKSON BL, FOR PK, IL 60130		IL	New	ATT Illinois
52	9700 WOLF RD, WILO SPGS, IL 60480		IL	New	ATT Illinois
53	9800 104TH AV, WILO SPGS, IL 60480		IL	New	ATT Illinois
54	2710 170TH, LANSNG, IL 60438		IL	New	ATT Illinois

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Port ID #	Street Address	City	State	New or Existing Service	Service Provider
55	3700 W 175TH PL, CNTRY CLB HLS, IL 60478		IL	New	ATT Illinois
56	17950 DIXIE HWY, HOMEWD, IL 60430		IL	New	ATT Illinois
57	16220 WAUSAU AV, S HOLND, IL 60473		IL	New	ATT Illinois
58	700 PARK AV, THRNTN, IL 60476		IL	New	ATT Illinois
59	20500 CICERO AV, MTSN, IL 60443		IL	New	ATT Illinois
60	200 LAKEWOOD BL, PK FOR, IL 60466		IL	New	ATT Illinois
61	4455 SAUK TRAIL, RCHTN PK, IL 60471		IL	New	ATT Illinois
62	1601 S HALSTED, CHGO HTS, IL 60411		IL	New	ATT Illinois
63	15440 CENTRAL AV, OAK FOR, IL 60452		IL	New	ATT Illinois
64	7850 183RD, TINLY PK, IL 60477		IL	New	ATT Illinois
65	1154 RIDGE RD, HOMEWD, IL 60430		IL	New	ATT Illinois
66	13031 GREENWOOD AV, BLU IS, IL 60406		IL	New	ATT Illinois
67	20701 GOVERNORS HWY, OLY FLDS, IL 60461		IL	New	ATT Illinois
68	14014 PARK AV, DOLTN, IL 60419		IL	New	ATT Illinois
69	15301 DIXIE HWY, HARVY, IL 60426		IL	New	ATT Illinois
70	725 W 138TH, RIVRDL, IL 60827		IL	New	ATT Illinois
71	9059 S COTTAGE GROVE AV, CHGO, IL 60619		IL	New	ATT Illinois
72	16313 KEDZIE PKWY, MRKHM, IL 60428		IL	New	ATT Illinois
73	440 E THORNTON-LANSING RD, THRNTN, IL 60476		IL	New	ATT Illinois
74	15100 RAVINIA AV, ORLAND PK, IL 60462		IL	New	ATT Illinois
75	650 BURNHAM DR, UNIV PK, IL 60484		IL	New	ATT Illinois
76	15891 PAXTON AV, S HOLND, IL 60473		IL	New	ATT Illinois
77	1100 RIVER OAKS DR, CAL CTY, IL 60409		IL	New	ATT Illinois
78	6797 147th St, Oak Forest, IL 60452		IL	New	ATT Illinois
79	13800 S Harlem Ave, Orland Park, IL 60462		IL	New	ATT Illinois
80	12409 THROOP, CAL PK, IL 60827		IL	New	ATT Illinois
81	8699 S WESTERN AV, CHGO, IL 60620		IL	New	ATT Illinois

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Port ID #	Street Address	City	State	New or Existing Service	Service Provider
82	3924 E 112TH, CHGO, IL 60617		IL	New	ATT Illinois
83	3200 WASHINGTON BL, BELWD, IL 60104		IL	New	ATT Illinois
84	2350 S 25TH AV, BRDWW, IL 60155		IL	New	ATT Illinois
85	1 BROADWAY AV, MELROS PK, IL 60160		IL	New	ATT Illinois
86	1401 MAYBROOK DR, MAYWD, IL 60153		IL	New	ATT Illinois
87	1629 N MANNHEIM RD, STON PK, IL 60165		IL	New	ATT Illinois
88	10300 ROOSEVELT RD, WSTCHSTR, IL 60154		IL	New	ATT Illinois
89	123 MADISON, OAK PK, IL 60302		IL	New	ATT Illinois
90	2359 DESPLAINES AVE, NORTH RIVERSIDE, IL 60546		IL	New	ATT Illinois
91	31 RIVERSIDE RD, RIVRSD, IL 60546		IL	New	ATT Illinois
92	6401 31ST, BRWYN, IL 60402		IL	New	ATT Illinois
93	5819 ELECTRIC AV, BRKLY, IL 60163		IL	New	ATT Illinois
94	55 E NORTH AV, NRTHLK, IL 60164		IL	New	ATT Illinois
95	8820 BROOKFIELD AV, BRKFLD, IL 60513		IL	New	ATT Illinois
96	9325 W CHURCH, DES PL, IL 60016		IL	New	ATT Illinois
97	517 DES PLAINES AV, FOR PK, IL 60130		IL	New	ATT Illinois
98	400 PARK AV, RVR FOR, IL 60305		IL	New	ATT Illinois
99	6015 LENZI AV, HODGKNS, IL 60525		IL	New	ATT Illinois
100	8999 W 123RD, PALOS PK, IL 60464		IL	New	ATT Illinois
101	8555 W 103RD ST, PALOS HILLS, IL 60465		IL	New	ATT Illinois
102	304 W BURLINGTON AV, LA GRNG, IL 60525		IL	New	ATT Illinois
103	740 HILLGROVE AV, WSTRN SPGS, IL 60558		IL	New	ATT Illinois
104	5650 W 75TH PL, BURBANK, IL 60459		IL	New	ATT Illinois
105	10425 S RIDGELAND AV, CHGO RDG, IL 60415		IL	New	ATT Illinois
106	9420 S KEDZIE AV, EVRGRN PK, IL 60805		IL	New	ATT Illinois

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Port ID #	Street Address	City	State	New or Existing Service	Service Provider
107	7607 W COLLEGE DR, PALOS HTS, IL 60463		IL	New	ATT Illinois
108	7500 OKETO AV, BRDGWW, IL 60455		IL	New	ATT Illinois
109	4331 SOUTHWEST HWY, HOMTWN, IL 60456		IL	New	ATT Illinois
110	16039 94TH AV, ORLAND HILS, IL 60487		IL	New	ATT Illinois
111	5550 EAST AV, CONTRYSD, IL 60525		IL	New	ATT Illinois
112	7000 46TH, FOR VW, IL 60402		IL	New	ATT Illinois
113	6701 S ARCHER AV, BEDFD PK, IL 60501		IL	New	ATT Illinois
114	7800 ARCHER RD, JUSTCE, IL 60458		IL	New	ATT Illinois
115	5810 ARCHER RD, SUMMIT, IL 60501		IL	New	ATT Illinois
116	13840 S CICERO AV, CRSTWD, IL 60445		IL	New	ATT Illinois
117	8800 W 87TH, HIKRY HILS, IL 60457		IL	New	ATT Illinois
118	4200 LAWNSDALE AV, LYNS, IL 60534		IL	New	ATT Illinois
119	14600 127TH, LEMONT, IL 60439		IL	New	ATT Illinois
120	9000 W COLLEGE PKWY, PALOS HILS, IL 60465		IL	New	ATT Illinois
121	7700 S COUNTY LINE RD, BURR RDG, IL 60527		IL	New	ATT Illinois
122	13700 110TH AV, ORLAND PK, IL 60467		IL	New	ATT Illinois
123	8659 S WESTERN AV, CHGO, IL 60620		IL	New	ATT Illinois
124	14450 MANISTEE AV, BURNHM, IL 60633		IL	New	ATT Illinois
125	1200 PULASKI RD, CAL CTY, IL 60409		IL	New	ATT Illinois
126	17223 S THROOP, E HZL CRST, IL 60429		IL	New	ATT Illinois
127	2800 FLOSSMOOR RD, FLOSMR, IL 60422		IL	New	ATT Illinois
128	3000 W 170TH, HZL CRST, IL 60429		IL	New	ATT Illinois
129	7420 FULLERTON AV, ELMWD PK, IL 60707		IL	New	ATT Illinois
130	5401 W CERMAK RD, CICERO, IL 60804		IL	New	ATT Illinois
131	4020 N OLCOTT AV, NORIDG, IL 60706		IL	New	ATT Illinois

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Port ID #	Street Address	City	State	New or Existing Service	Service Provider
132	2621 THATCHER AV, RVR GRV, IL 60171		IL	New	ATT Illinois
133	9545 BELMONT AV, FRNKLN PK, IL 60131		IL	New	ATT Illinois
134	447 N CATHERINE AV, LA GRNG PK, IL 60526		IL	New	ATT Illinois
135	1501 S CANAL, CHGO, IL 60607		IL	New	ATT Illinois
136	850 E 26TH, LA GRNG PK, IL 60526		IL	New	ATT Illinois
137	4901 W CERMAK RD, CICERO, IL 60804		IL	New	ATT Illinois
138	2045 S 17TH AV, BRD VW, IL 60155		IL	New	ATT Illinois
139	33 S ARLINGTON HEIGHTS RD, ARL HTS, IL 60005		IL	New	ATT Illinois
140	2011 LAKE, HANOV R PK, IL 60133		IL	New	ATT Illinois
141	14 E CAMP MC DONALD RD, PRSPCT HTS, IL 60070		IL	New	ATT Illinois
142	3600 KIRCHOFF RD, ROLNG MDWS, IL 60008		IL	New	ATT Illinois
143	400 N NORTHWEST HWY, BARINGTN, IL 60010		IL	New	ATT Illinois
144	901 WELLINGTON AV, ELK GRV VLG, IL 60007		IL	New	ATT Illinois
145	103 S PROSPECT, ROSEL, IL 60172		IL	New	ATT Illinois
146	1000 W SCHAUMBURG RD, SCHMBRG, IL 60194		IL	New	ATT Illinois
147	401 E IRVING PARK RD, STREAMWD, IL 60107		IL	New	ATT Illinois
148	228 S MAIN, BARTLT, IL 60103		IL	New	ATT Illinois
149	151 DOUGLAS AV, ELGN, IL 60120		IL	New	ATT Illinois
150	1600 GOLF RD, ROLNG MDWS, IL 60008		IL	New	ATT Illinois
151	30 S BARRINGTON RD, S BARINGTN, IL 60010		IL	New	ATT Illinois
152	411 W HIGGINS RD, HOFMN ESTS, IL 60169		IL	New	ATT Illinois
153	595 N HICKS RD, PALATIN, IL 60067		IL	New	ATT Illinois
154	1585 N RAND RD, PALATIN, IL 60067		IL	New	ATT Illinois
155	3500 ROHLWING RD, ROLNG MDWS, IL 60008		IL	New	ATT Illinois

WK# - TCAL and ILEC - Intrastate -TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
156	28W040 IL ROUTE 58, Elgin, IL 60120		IL	New	ATT Illinois
157	1454 ELMWOOD AV, EVNSTN, IL 60201		IL	New	ATT Illinois
158	1201 DAVIS, EVNSTN, IL 60201		IL	New	ATT Illinois
159	6101 CAPULINA AV, MORTN GRV, IL 60053		IL	New	ATT Illinois
160	1401 LANDWEHR RD, NORTHBRK, IL 60062		IL	New	ATT Illinois
161	7000 TOUHY AV, NILES, IL 60714		IL	New	ATT Illinois
162	6900 N LINCOLN AV, LINCWD, IL 60712		IL	New	ATT Illinois
163	710 RIDGE RD, WILMET, IL 60091		IL	New	ATT Illinois
164	675 VILLAGE CT, GLENCO, IL 60022		IL	New	ATT Illinois
165	350 WALNUT AV, NFLD, IL 60093		IL	New	ATT Illinois
166	410 GREEN BAY RD, WINETKA, IL 60093		IL	New	ATT Illinois
167	419 RICHMOND RD, KENLWRTH, IL 60043		IL	New	ATT Illinois
168	3120 MILWAUKEE AV, NORTHBRK, IL 60062		IL	New	ATT Illinois
169	1 BRIAR RD, GOLF, IL 60029		IL	New	ATT Illinois
170	1728 CHERRY, NFLD, IL 60093		IL	New	ATT Illinois
171	2500 WEST LAKE AV, GLENVW, IL 60026		IL	New	ATT Illinois
172	5333 N WESTERN AV, CHGO, IL 60625		IL	New	ATT Illinois
173	1720 CHERRY, NFLD, IL 60093		IL	New	ATT Illinois
174	1140 HARMS RD, GLENVW, IL 60025		IL	New	ATT Illinois
175	7300 NILES CENTER RD, SKOKIE, IL 60077		IL	New	ATT Illinois

Table 2 – Service Components associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
1	10 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
2	10 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
3	10 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
4	10 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A

WK# - TCAL and ILEC - Intrastate -TBD	<p style="text-align: right;">For AT&T Administrative Use Only</p> Pricing Schedule No. _____ Original Effective Date: _____
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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
5	10 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
6	10 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
7	10 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
8	10 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
9	10 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
10	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
11	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
12	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
13	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
14	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
15	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
16	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
17	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
18	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
19	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
20	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
21	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
22	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
23	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
24	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
25	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
26	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
27	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
28	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
29	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
30	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
31	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
32	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
33	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
34	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
35	10 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
36	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
37	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A

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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
38	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
39	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
40	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
41	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
42	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
43	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
44	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
45	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
46	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
47	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
48	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
49	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
50	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
51	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
52	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
53	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
54	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
55	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
56	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
57	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
58	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
59	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
60	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
61	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
62	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
63	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
64	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
65	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
66	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
67	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
68	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
69	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
70	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A

WK# - TCAL and ILEC - Intrastate -TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
71	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
72	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
73	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
74	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
75	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
76	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
77	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
78	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
79	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
80	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
81	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
82	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
83	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
84	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
85	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
86	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
87	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
88	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
89	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
90	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
91	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
92	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
93	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
94	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
95	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
96	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
97	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
98	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
99	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
100	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
101	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
102	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
103	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A

WK# - TCAL and ILEC - Intrastate -TBD

For AT&T Administrative Use Only
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 Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESSM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
104	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
105	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
106	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
107	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
108	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
109	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
110	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
111	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
112	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
113	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
114	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
115	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
116	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
117	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
118	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
119	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
120	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
121	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
122	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
123	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
124	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
125	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
126	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
127	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
128	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
129	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
130	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
131	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
132	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
133	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
134	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
135	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
136	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A

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 Pricing Schedule No. _____
 Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESSM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
137	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
138	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
139	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
140	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
141	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
142	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
143	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
144	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
145	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
146	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
147	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
148	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
149	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
150	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
151	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
152	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
153	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
154	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
155	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
156	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
157	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
158	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
159	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
160	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
161	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
162	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
163	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
164	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
165	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
166	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
167	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
168	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
169	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A

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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
170	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
171	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
172	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
173	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
174	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
175	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A

Table 3 – Features associated with Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A	N/A

Table 4 – Meet Point (if applicable)

Connection Type	Connection Speed	Distance	Quantity	Location (LATA)
[Select]	[Select]	[Select]		
[Select]	[Select]	[Select]		

End of Document



AT&T Intrastate ILEC Network Services Discount Pricing Schedule

Contract No. 1718-16625

MA Reference No. 136115UA

MAT

Customer	AT&T
Cook County Government 69 W. Washington Chicago, IL 60608USA	SBC Global Services, Inc. dba AT&T Global Services.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary AT&T Contact
Name: Doug Coupland Title: Director of Telecommunications Street Address: 69 W Washington Ste. 2700 City: Chicago State/Province: Illinois Zip Code: 60602 County: United States Phone: 312-603- 1498 Email: DougA.Coupland@cookcountyil.gov	Keneese McNamer 225 W. Randolph St. Room 23C Chicago, IL 60606 Tel: 312-364-2982 Email: km1312@att.com With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This AT&T ILEC Network Services Discount Pricing Schedule is a Pricing Schedule under the Master Agreement between AT&T and Customer, and is part of such Agreement. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law. AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

This Pricing Schedule supersedes and replaces in its entirety that certain agreement dated January 15, 2013, entitled AT&T Intrastate ILEC Network Services Discount Pricing Schedule.

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.



1. DISCOUNT PROGRAM

- AT&T ILEC Network Services Discount

2. ATTACHMENTS

- Attachment A1 - Illinois Services, Discounts and Pricing
- Attachment B – Customer Affiliates
- Attachment C – Site Directory
- Attachment D – AT&T ILEC Service-Providing Affiliates

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	60 months
Effective Date of Rates and Discounts and Pricing Schedule Term Start Date	Upon implementation in the applicable AT&T systems, but no later than thirty (30) days following the Effective Date of this Pricing Schedule
Expiration Date of the Rates and Discounts	Upon termination or expiration of the Pricing Schedule Term
Rates Following Termination or Expiration of Pricing Schedule Term	Non-term rates in effect at time of expiration or termination of Pricing Schedule Term

4. MARC AND MARC-ELIGIBLE CHARGES

MARC adjustment not available for network optimization using non-Contributory Services.

MARC under this Pricing Schedule	Year 1	Year 2	Year 3	Year 4	Year 5
	\$1,077,200.00	\$1,077,200.00	\$1,077,200.00	\$1,077,200.00	\$1,077,200.00
MARC-Eligible Charges*	MARC-Eligible Charges (before the application of this Pricing Schedule's discounts and credits) for AT&T intrastate ILEC network Services provided to Customer or a Customer-owned Affiliate identified in Attachment B for their internal use at the locations specified in Attachment C ("Contributory Services"). Customer must subscribe to Contributory Services separately.				

*MARC-Eligible Charges include non-recurring charges.

5. ADDITIONAL TERMS AND CONDITIONS

5.1 Technology Upgrade

If Customer migrates to a qualifying AT&T BVoIP Service from AT&T ILEC Services, and Customer's Agreement for such AT&T ILEC services includes a Technology Upgrade provision pursuant to which AT&T waives the ILEC Early Termination Fee then, upon Customer's request to reduce the MARC and satisfaction of the conditions of the Technology Upgrade provision, AT&T will reduce Customer's MARC under this Pricing Schedule in direct proportion to a reduction in revenue associated with the migrated AT&T ILEC Services being provided to Customer under a qualifying AT&T BVoIP Service contract. Such MARC adjustment shall be reflected via an amendment to this Pricing Schedule executed by both parties.



AT&T Intrastate ILEC Network Services Discount Pricing Schedule

Contract No. 1718-16625

ATTACHMENT A1
ILLINOIS

	<u>Service Level Discount¹ or Monthly Rate</u>	<u>Eligible For Total Volume Discount</u>
Local Access Services:		
PBX Trunks (DID, DOD, 2-Way)	41.0%	NOT Eligible
Measured Business Lines	41.0%	NOT Eligible
Local Usage (excludes ISDN calling plan usage):		
Illinois Band A Local Usage	\$0.009	NOT Eligible
Illinois Band B Local Usage	\$0.019	NOT Eligible
Illinois Band C Local Usage	\$0.019	NOT Eligible
IntraLATA Toll/800 Usage:		
Interstate IntraLATA Toll	\$0.100	NOT Eligible
IntraState IntraLATA Toll	\$0.058	NOT Eligible
Toll-Free 800/8XX	\$0.058	NOT Eligible

TOTAL VOLUME DISCOUNT²
0.00%

¹Service Level Discount applied to billed rate.

²Applied to Eligible Services after any Service Level Discounts



**Attachment B
Customer Affiliates**

The following Customer Affiliates are eligible for inclusion under this Pricing Schedule.

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AT&T Intrastate ILEC Network Services Discount Pricing Schedule

Contract No. 1718-16625

**Attachment C
Site Directory**

Customer agrees that the following number shall be considered its Main Billing Telephone Number ("BTN") for purposes of this Pricing Schedule: 312-Z89-8000 046.

Customer and AT&T may agree to add a BTN during the Pricing Schedule Term, effective upon the implementation of the BTN in the applicable AT&T systems.

The final Implementation Site Directory will be furnished as an electronic document separately.



Attachment D
AT&T ILEC Service-Providing Affiliates

Service Provider(s)	Service Publication Location
Southwestern Bell Telephone Company d/b/a AT&T Arkansas	http://cpr.bellsouth.com/pdf/ar/ar.htm
Pacific Bell Telephone Company d/b/a AT&T California	http://cpr.bellsouth.com/guidebook/ca/index.html#section1 and/or http://cpr.att.com/pdf/ca/ca.htm
Illinois Bell Telephone Company d/b/a AT&T Illinois	http://cpr.att.com/guidebook/il/index.html
Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana	http://cpr.bellsouth.com/guidebook/in/index.html#section1
Southwestern Bell Telephone Company d/b/a AT&T Kansas	http://cpr.att.com/pdf/ks/ks.htm and/or http://cpr.att.com/guidebook/ks/index.html
Michigan Bell Telephone Company d/b/a AT&T Michigan	http://cpr.att.com/pdf/mu/index.html
Southwestern Bell Telephone Company d/b/a AT&T Missouri	http://cpr.att.com/guidebook/mo/index.html
Nevada Bell Telephone Company d/b/a AT&T Nevada	http://cpr.bellsouth.com/guidebook/nv/index.html#section1
The Ohio Bell Telephone Company d/b/a AT&T Ohio	http://cpr.bellsouth.com/guidebook/oh/index.html#section1
Southwestern Bell Telephone Company d/b/a AT&T Oklahoma	http://cpr.att.com/pdf/ok/ok.htm and/or http://cpr.att.com/guidebook/ok/index.html
Southwestern Bell Telephone Company d/b/a AT&T Texas	http://cpr.att.com/guidebook/tx/index.html
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin	http://cpr.att.com/guidebook/wg/index.html
BellSouth Telecommunications, Inc. d/b/a AT&T Alabama	http://cpr.bellsouth.com/pdf/al/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Florida	http://cpr.bellsouth.com/pdf/fl/a996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Georgia	http://cpr.bellsouth.com/pdf/ga/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky	http://cpr.bellsouth.com/pdf/ky/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Louisiana	http://cpr.bellsouth.com/pdf/la/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi	http://cpr.bellsouth.com/pdf/ms/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T North Carolina	http://cpr.bellsouth.com/pdf/nc/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina	http://cpr.bellsouth.com/pdf/sc/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee	http://cpr.bellsouth.com/pdf/tn/g996.pdf



Contract No. 1718-16625

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

AT&T MA Reference No. 136115UA

Table with 2 columns: Customer, AT&T, Customer Contact (for Notices), AT&T Contact (for Notices), and AT&T Solution Provider or Representative Information (if applicable).

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

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Ethernet, dedicated or special access Service.

On the Effective Date, this Pricing Schedule will supersede and replace the following document(s) with respect to Services included in this Pricing Schedule: ILEC Intrastate Services Pricing Schedule Provided Pursuant to Custom Terms last signed on January 15, 2013.

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

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

Service(s)	Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
ISDN Prime Service ("ISDN PRI")	AT&T Illinois	AT&T Illinois Guidebook, including Part 17, Section 2	http://cpr.att.com/guidebook/il/index.html
DS1 Service	AT&T Illinois	AT&T Illinois Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/il/index.html
DS3 Service	AT&T Illinois	AT&T Illinois Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/il/index.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

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

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	50%	12 months

In recognition of: (i) the volume of Services purchased by the County, which, as of the Effective Date, corresponds to purchases in excess of \$6 million per year; and (ii) the quantity of Service Components purchased under this Pricing Schedule:

Customer will have the right to disconnect, on an annual basis, up to 25% of each category of Service Components available under this Pricing Schedule for intrastate Services, as measured against existing volumes as of the Effective Date of this Pricing Schedule and as measured against the volumes in place at the beginning of each 12 month period thereafter, without incurring early termination liability. This right is in addition to any technology upgrade migration rights the County may have under the Agreement. In order to qualify for this relief, the disconnected Service Components must have been in-service for a minimum of thirty-six (36) months prior to the date of disconnect. If a Service Component is disconnected prior to end of its respective Minimum Payment Period and has not been in-service for at least 36 months, early termination charges will apply as set forth in the Agreement. If Service Components in excess of the 25% for any category of Service Components are disconnected during a defined 12 month period, early termination charges will apply to the Service Components in excess of 30 % as set forth in the Agreement.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

4. ADDS; MOVES

4.1 Adds

Orders for ISDN PRI, DID Numbers, DS1 or DS3 (when associated with ISDN PRI), Service Components in excess of quantities listed Section A-1 of Attachment A ("Adds") permitted only as specified below:

Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges	Additional Requirements
All Service Components listed in Attachment(s) A	Site(s) listed in Attachment A plus any other Site(s) in AT&T service areas in states included in Attachment A	As provided in Attachment A	As provided in Attachment A, plus any additional special construction charges that may be assessed	Adds must be installed no later than the end of the Pricing Schedule Term or June 30, 2019, whichever is earlier.

4.2 Moves

Per applicable Service Publication.

5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Use of Service

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

6.2 ISDN PRI Early Termination

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- a. the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- b. the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- c. the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- d. activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

	ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms
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6.3 Notice of Withdrawal

Service and Service Component Withdrawals during Minimum Payment Period	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All

6.4. CREDIT

Credit to be applied to Customer's:	Month of Pricing Schedule Term in which Credit is Applied	Credit Amount**	Repayment
DS1 charges on main billed telephone account	3	\$100,000.00	Customer must repay any credits paid during any Year* in which Pricing Schedule is terminated
<p>* A Year is a 12-month period ending on an anniversary of the Pricing Schedule Term Start Date</p> <p>** AT&T may apportion the credit amount for the purpose of calculating its tax charge among the locations at which Services contributed to the revenue or other thresholds underlying the credit. Such credit shall be inclusive of credits associated with surcharges or administrative fees assessed on the Services.</p>			

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

ATTACHMENT A – Illinois
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Cook County Government

A-1 Rates and Charges; Initial Quantities

Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
ISDN PRI	Port, Switch 5ESS / ZPAZD/ZPQZD		120	\$ 230.00	\$ 0.00
ISDN PRI	Port, Switch DMS / ZPAZD/ZPQZD		37	\$ 230.00	\$ 0.00
ISDN PRI	Port, Switch EWSD / ZPAZD/ZPQZD		9	\$ 230.00	\$ 0.00
ISDN PRI	DID - Telephone Numbers - each / LTG6X		62,690	\$ 0.10	\$ 0.00
ISDN PRI	D Channel backup / ZPBXD		6	\$ 50.00	\$ 0.00
ISDN PRI	Calling Name ID / NM1PG		1	\$ 10.00	\$ 0.00
DS1	LDC Transport - Area A (for PRI) / FQA1A		11	\$ 100.00	-
DS1	LDC Transport - Area B (for PRI) / FQA1B		34	\$ 100.00	-
DS1	LDC Transport - Area C (for PRI) / FQA1C		25	\$ 100.00	-
DS1	LDC Transport - Area A / FQA1A		50	\$ 100.00	-
DS1	LDC Transport - Area B / FQA1B		253	\$ 100.00	-
DS1	LDC Transport - Area C / FQA1C		265	\$ 100.00	-
DS1	Channel Mileage Termination - Area A / CZ4XA		12	\$ 25.00	-
DS1	Channel Mileage Termination - Area B / CZ4XB		302	\$ 25.00	-
DS1	Channel Mileage Termination - Area C / CZ4XC		420	\$ 29.00	-
DS1	Channel Mileage - Area A / 1YZXA		10	\$ 10.00	-
DS1	Channel Mileage - Area B / 1YZXB		1,044	\$ 10.00	-
DS1	Channel Mileage - Area C / 1YZXC		1,765	\$ 10.00	-
DS1	Clear Channel Capability - Area A / CLYXA		15	-	\$ 350.00
DS1	Clear Channel Capability - Area B / CLYXB		178	-	\$ 350.00
DS1	Clear Channel Capability - Area C / CLYXC		313	-	\$ 350.00
DS1	Central Office Multiplexing - Area C / QMVXC		73	-	-
	LDC Transport - Area A / TZUPA		3	\$ 550.00	-
DS3	LDC Transport - Area B / TZUPB		12	\$ 570.00	-

ILEC INTRASTATE SERVICES PRICING SCHEDULE
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Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
DS3	LDC Transport - Area C / TZUPC		10	\$ 620.00	-
DS3	Channel Mileage Termination Area - B / CZ4XB		10	\$ 126.00	-
DS3	Channel Mileage - Area B / 1YZXB		17	\$ 38.00	-
DS3	Central Office Multiplexing - Area A / QM3XA		12	\$ 216.24	-
DS3	Central Office Multiplexing - Area B / QM3XB		5	\$ 216.24	-
DS3	Central Office Multiplexing - Area C / QM3XC		8	\$ 216.24	-
DS3	Channel Mileage Termination Area - C / CZ4XC		8	\$ 126.00	-
DS3	Channel Mileage - Area C / 1YZXC		50	\$ 38.00	-

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3 Initial New and Existing Customer Sites

SERVICE	LOCATION A (street address and Common Language Location Identifier (CLI) code and/or City)
DS1	2121 W HARRISON ST, CHICAGO
DS1	1640 W WALNUT, CHGO
DS1	2020 W HARRISON, CHGO
DS1	69 W WASHINGTON, CHCG
DS1	50 W WASHINGTON, CHGO
DS1	3525 S MICHIGAN AV, CHGO
DS1	1901 W HARRISON, CHICAGO
DS1	28 N CLARK, CHICAGO
DS1	600 S HOYNE AV, CHGO
DS1	937 N WOOD, CHGO
DS1	12545 W 111TH, LEMONT
DS1	1500 MAYBROOK DR, MAYWOOD
DS1	9800 S 104TH AV, PALOS TWP
DS1	850 E 26TH, LA GRNG PK
DS1	10220 S 76TH AV, BRDGVW
DS1	5912 CERMAK RD, CICERO
DS1	1645 COTTAGE GROVE AV, FORD HTS
DS1	13450 KEDZIE AV, ROBNS
DS1	15901 CICERO AV, OAK FOR
DS1	650 PHOENIX CENTER DR, PHOENIX
DS1	1 ALOHA LN, WSTCHSTR
DS1	1701 S 1ST AV, MYWD
DS1	7558 JACKSON BL, FOR PK
DS1	7507 CERMAK RD, N RIVRSD

ILEC INTRASTATE SERVICES PRICING SCHEDULE
 Provided Pursuant to Custom Terms

SERVICE	LOCATION A (street address and Common Language Location Identifier (CLI) code and/or City)
DS1	1330 54TH AV, CICERO
DS1	727 E 111TH, CHGO
DS1	2424 S PULASKI, CHGO
DS1	155 W 51ST, CHICAGO
DS1	3026 S CALIFORNIA BL, CHGO
DS1	3151 W HARRISON, CHGO
DS1	5555 W GRAND AV, CHGO
DS1	3015 S CALIFORNIA BL, CHGO
DS1	1135 W 69TH, CHGO
DS1	2650 S CALIFORNIA AV, CHGO
DS1	4800 W CHICAGO AV, CHICAGO
DS1	6337 S WOODLAWN AV, CHGO
DS1	4545 W CERMAK RD, CHGO
DS1	2452 W BELMONT AV, CHGO
DS1	2840 W FULLERTON AV, CHGO
DS1	536 N HARLEM AV, RVR FOR
DS1	16501 KEDZIE AV, MRKHM
DS1	555 W HARRISON, CHGO
DS1	118 N CLARK, CHGO
DS1	5600 OLD ORCHARD RD, SKOKIE
DS1	1340 W MONROE, CHGO CO
DS1	3151 W HARRISON ST, CHGO
DS1	100 E ERIE, CHGO
DS1	421 N COUNTY FARM RD, WHETN
DS1	8699 S WESTERN AV, CHGO
DS1	120 S RIVERSIDE PLZ, CHGO
DS1	2515 VETERANS DR, POSN
DS1	1351 S MORGAN, CHGO
DS1	500 E 51ST, CHGO
DS1	2423 S AUSTIN BL, CICERO
DS1	1135 W 69TH ST, CHGO
DS1	1816 W 91ST, CHGO
DS1	2245 W OGDEN AV, CHGO
DS1	5555 W GRAND AV, CHGO
DS1	131 S DEARBORN, CHGO
DS1	5003 W FULLERTON AV, CHGO
DS1	3520 S ARCHER AV, CHGO
DS1	3936 W ROOSEVELT RD, CHGO
DS1	2121 EUCLID AV, ROLNG MDWS
DS1	1100 S HAMILTON AV, CHGO
DS1	1644 W WALNUT, CHGO
DS1	33 N DEARBORN, CHICAGO
DS1	5515 N EAST RIVER RD, CHGO
DS1	8658 S COTTAGE GROVE AV, CHGO
DS1	1240 S DAMEN, CHGO
DS1	1340 S MICHIGAN AV, CHGO
DS1	5405 W 127TH, CRSTWD
DS1	9511 W HARRISON, DES PL
DS1	1401 MAYBROOK DR, MAYWD
DS1	2323 S ROCKWELL, CHICAGO
DS1	230 S DEARBORN, CHGO
DS1	1515 LAKE, HANOV R PK
DS1	8900 135TH, ORLAND PK
DS1	13500 ROLLS RD, RIVRDL
DS1	7112 111TH, WORTH

ILEC INTRASTATE SERVICES PRICING SCHEDULE
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SERVICE	LOCATION A (street address and Common Language Location Identifier (CLI) code and/or City)
DS1	7556 JACKSON BL, FOR PK
DS1	13801 HARLEM AV, MIDLTHN
DS1	9325 W CHURCH, DES PL
DS1	8020 CHICAGO AV, RVR FOR
DS1	1150 E 89TH, CHGO
DS1	1343 ELLIS AV, FORD HTS
DS1	2199 S 1ST AV, MAYWD
DS1	2405 17TH AV, N RIVRS
DS1	2501 MANNHEIM RD, FRNKLN
DS1	11400 S AVENUE E, CHGO
DS1	7700 S COUNTY LINE RD, BURR RDG
DS1	440 E THORNTON-LANSING RD, THRNTN
DS1	8800 W BELMONT AV, CHGO
DS1	12201 MC CARTHY RD, PALOS PK
DS1	1903 RUBY, MELROS PK
DS1	6701 S ARCHER AV, BEDFD PK
DS1	8659 S WESTERN AV, CHGO
DS1	13700 110TH AV, ORLAND PK
DS1	9901 WILLOW SPRINGS RD, WILO SPNGS
DS1	625 E 151ST, PHENIX
DS1	12203 MCCARTHY RD, PALOS PK
DS1	14829 DIXIE HWY, HARVEY
DS1	7300 W WILSON AV, HARWD HTS
DS1	15944 CENTRAL AV, OAK FOR
DS1	425 N HILLSIDE AV, HILSD
DS1	703 S 5TH AV, MAYWD
DS1	10210 S 76TH AV, BRDGWW
DS1	20602 LINCOLN WAY LN, FRNKFT
DS1	160 145TH, DIXMOR
DS1	1154 RIDGE RD, HOMEWD
DS1	8255 WILLOW SPRINGS RD, WILO SPNGS
DS1	21113 DETTMERING DR, MTSN
DS1	1010 DIXIE HWY, CHGO HTS
DS1	6401 31ST, BRWYN
DS1	10355 S WOODLAWN AV, CHGO
DS1	104 LUELLA AV, CAL CTY
DS1	5608 W 75TH PL, BURBANK
DS1	250 153RD, CAL CTY
DS1	1835 W HARRISON, CHGO
DS1	14014 PARK AV, DOLTON
DS1	801 N RIVER RD, PROSPECT
DS1	15800 STATE, S HOLND
DS1	521 S LA GRANGE RD, LA GRNGE
DS1	10224 S 76TH AV, BRDGWW
DS1	3900 S CALIFORNIA AV, CHGO
DS1	3323 137TH, ROBNS
DS1	4331 SOUTHWEST HWY, HOMTWN
DS1	7221 MADISON, FOR PK
DS1	123 MADISON, OAK PK
DS1	125 S 5TH AV, MAYWD
DS1	5819 ELECTRIC AV, BRKLY
DS1	10300 ROOSEVELT RD, WSTCHSTR
DS1	4 CHICAGO AV, OAK PK
DS1	8820 BROOKFIELD AV, BRKFLD
DS1	738 THATCHER AV, RVR FOR

ILEC INTRASTATE SERVICES PRICING SCHEDULE
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SERVICE	LOCATION A (street address and Common Language Location Identifier (CLLI) code and/or City)
DS1	4901 W CERMAK RD, CICERO
DS1	1501 S CANAL, CHGO
DS1	5401 CERMAK RD, CICERO
DS1	7600 OGDEN AV, LYNS
DS1	3200 WASHINGTON BL, BELWD
DS1	2350 S 25TH AV, BRDWW
DS1	1 BROADWAY AV, MELROS PK
DS1	1629 N MANNHEIM RD, STON PK
DS1	2359 DES PLAINES AV, N RIVERSD
DS1	31 RIVERSIDE RD, RIVRSD
DS1	55 E NORTH AV, NRTHLK
DS1	400 PARK AV, RVR FOR
DS1	517 DES PLAINES AV, FOR PK
DS1	447 N CATHERINE AV, LA GRNGE
DS1	7420 FULLERTON AV, ELMWD PK
DS1	2621 THATCHER AV, RVR FOR
DS1	9451 BELMONT AV, FRNKLN PK
DS1	4020 OLCOTT AV, NORIDG
DS1	14600 127TH, LEMONT
DS1	13840 S CICERO AV, CRSTWD
DS1	9000 W COLLEGE PKWY, PALOS HILS
DS1	8800 W 87TH, HIKRY HILS
DS1	4200 LAWNSDALE AV, LYNS
DS1	8999 S 123RD, PALOS PK
DS1	201 ACACIA DR, INDN HD PK
DS1	8450 50TH, MCCOOK
DS1	8555 W 103RD, PALOS HILS
DS1	6015 LENZI AV, HODGKNS
DS1	304 W BURLINGTON AV, LA GRNG
DS1	740 HILLGROVE AV, WSTRN SPRNGS
DS1	7000 46TH, FOR VW
DS1	5650 W 75TH PL, BURBANK
DS1	9420 S KEDZIE AV, EVRGRN PK
DS1	9446 S RAYMOND AV, OAK LWN
DS1	11750 KEDZIE AV, MERINET PK
DS1	4500 123RD, ALSIP
DS1	7607 COLLEGE DR, PALOS HTS
DS1	16039 94TH AV, ORLAND HILS
DS1	7500 OKETO AV, BRDGGW
DS1	5550 EAST AV, CONTRYSD
DS1	7800 ARCHER RD, JUSTCE
DS1	5810 ARCHER RD, SUMMIT
DS1	10425 S RIDGELAND AV, CHGO RDG
DS1	725 W 138TH, RIVRDL
DS1	1 ASSELBORN WY, GLNWD
DS1	7850 183RD, TINLY PK
DS1	15301 DIXIE HWY, HARVY
DS1	12419 S ASHLAND AV, CAL PK
DS1	18725 STONY ISLAND AV, CHGO HTS
DS1	15891 PAXTON AV, S HOLND
DS1	9059 S COTTAGE GROVE AV, CHGO
DS1	16313 KEDZIE PKWY, MRKHM
DS1	650 BURNHAM DR, UNIV PK
DS1	2729 JACKSON AV, S CHGO HTS
DS1	12409 THROOP, CAL PK

ILEC INTRASTATE SERVICES PRICING SCHEDULE
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SERVICE	LOCATION A (street address and Common Language Location Identifier (CLL) code and/or City)
DS1	14450 MANISTEE AV, BURNHM
DS1	1200 PULASKI RD, CAL CT
DS1	2710 170TH, LANSNG
DS1	1601 S HALSTED, CHGO HTS
DS1	21460 LINCOLN HWY, LYNWD
DS1	21701 TORRENCE AV, SAUK VLG
DS1	16220 WAUSAU AV, S HOLND
DS1	700 PARK AV, THRNTN
DS1	3700 W 175TH PL, CNTRY CLB HLS
DS1	17223 S THROOP, E HZL CRST
DS1	2800 FLOSSMOR RD, FLOSMR
DS1	3000 W 170TH, HZL CRST
DS1	17950 DIXIE HWY, HOMEWD
DS1	20500 CICERO AV, MTSN
DS1	20040 GOVERNORS HWY, OLY FLDS
DS1	200 LAKEWOOD BL, PK FOR
DS1	15440 S CENTRAL AV, OAK FOR
DS1	13031 GREENWOOD AV, BLU IS
DS1	14801 PULASKI RD, MIDLTHN
DS1	4455 SAUK TRAIL, RCHTN PK
DS1	238 W 154TH, HARVY
DS1	1313 E SIBLEY BL, DOLTN
DS1	9 CENTRE, PK FOR
DS1	2325 N MEACHAM RD, PALATINE
DS1	1100 RIVER OAKS DR, CAL CITY
DS1	111 WINDSOR DR, OAK BRK
DS1	4800 W CHICAGO AV, CHICAGO
DS1	1201 DAVIS, EVNSTN
DS1	595 N HICKS RD, PALATINE
DS1	820 DAVIS, EVNSTN
DS1	20009 E HIGGINS RD, ELK GRV VLG
DS1	28W040 ROUTE 58, HOFMN EST
DS1	50 S EMERSON, MT PRSPCT
DS1	2500 WESTFIELD DR, ELGN
DS1	6633 W HARTS RD, NILES
DS1	6100 N CENTRAL AV, CHGO
DS1	1140 HARMS RD, GLENVW
DS1	3 STOVER RD, BARINGTN
DS1	6200 W DEVON AV, CHGO
DS1	1720 CHERRY, NFLD
DS1	1585 N RAND RD, PALATIN
DS1	1 BROADWAY, DES PL
DS1	3311 N KENNICOTT AV, ARL HTS
DS1	3108 W GOLF RD, HOFMN ESTS
DS1	2101 BALLARD RD, DES PL
DS1	108 S BARRINGTON RD, BARRINGTON
DS1	4201 LAKE COOK RD, NORTHBK
DS1	1728 CHERRY, NFLD
DS1	2011 LAKE, HANOVN PK
DS1	7300 NILES CENTER RD, SKOKIE
DS1	3500 ROHLWING RD, ROLNG MDWS
DS1	411 W HIGGINS RD, HOFMN ESTS
DS1	1600 GOLF RD, ROLNG MDWS
DS1	640 COSMAN RD, ELK GRV VLG
DS1	401 E IRVING PARK RD, STREAMWD

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SERVICE	LOCATION A (street address and Common Language Location Identifier (CLI) code and/or City)
DS1	30 S BARRINGTON RD, S BARINGTN
DS1	33 S ARLINGTON HTS RD, ARL HTS
DS1	14 E CAMP MC DONALD RD, PRSPCT HTS
DS1	3600 KIRCHOFF RD, ROLNG MDWS
DS1	400 N NORTHWEST HWY, BARINGTN
DS1	151 DOUGLAS AV, ELGN
DS1	901 WELLINGTON AV, ELK GRV VLG
DS1	9501 W DEVON AV, ROSEMT
DS1	103 S PROSPECT, ROSEL
DS1	1000 W SCHAUMBURG RD, SCHMBRG
DS1	9526 IRVING PARK RD, SCHLR PK
DS1	46 RAUPP BL, BUFFALO GRV
DS1	255 W DUNDEE RD, WHEELING
DS1	228 MAIN, BARTLT
DS1	5333 N WESTERN AV, CHGO
DS1	1 BRIAR RD, GOLF
DS1	419 RICHMOND RD, KENLWRTH
DS1	3120 MILWAUKEE AV, NORTHBRK
DS1	1420 MINER, DES PL
DS1	1454 ELMWOOD AV, EVNSTN
DS1	6101 CAPULINA AV, MORTN GRV
DS1	1401 LANDWEHR, NORTHBRK
DS1	200 VINE AV, PARK RIDGE
DS1	7000 TOUHY AV, NILES
DS1	6900 N LINCOLN AV, LINCWD
DS1	710 RIDGE RD, WILMET
DS1	675 VILLAGE CT, GLENCO
DS1	350 WALNUT AV, NFLD
DS1	410 GREEN BAY RD, WINETKA
DS1	2500 EAST LAKE AV, GLENVW
DS1	15100 RAVINIA AV, ORLAND PK
DS1	2138 S 61ST ST, CICERO
DS1	221 N LA SALLE, CHGO
DS1	1249 TORRENCE AV, CAL CITY
DS1	49 PARK AV, GLENCO
DS1	6533 W PERSHING RD, STCKNY
DS1	7122 W 40TH, STCKNY
DS1	2000 BAYBERRY LAN, HOFFMAN ESTS
DS1	711 CHELMSFORD LN, ELK GRV VLG
DS1	3349 W 183RD, HOMEWD
DS1	4200 N OAK PARK AV, CHGO
DS1	629 E 151ST, PHENIX
DS1	15201 HALSTED, PHENIX
DS1	112 ALGONQUIN RD, BARINGTN HILS
DS1	700 N SACRAMENTO BLVD, CHGO
DS1	1904 W 174TH, E HZL CRST
DS1	6533 PERSHING RD, STCKNY
DS1	8755 W HIGGINS RD, CHGO
DS1	3322 EMERALD AV, STGR
DS1	35 S 19TH AV, MAYWD
DS1	1411 W MADISON, CHGO
DS1	2300 STATE, BURNHM
DS1	601 APPLE DR, PRSPCT HTS
DS3	3510 S MICHIGAN AV, CHGO
DS3	2650 S CALIFORNIA AV, CHGO

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

SERVICE	LOCATION A (street address and Common Language Location Identifier (CLI) code and/or City)
DS3	28 N CLARK, CHGO
DS3	1401 MAYBROOK DR, MAYWD
DS3	1 ALOHA LN, WSTCHSTR
DS3	118 N CLARK, CHGO
DS3	1501 OPUS PL, DOWNRS GRV
DS3	850 E 26TH, LA GRNG PK
DS3	600 W WINCHESTER RD, LIBERTYVL
DS3	5600 OLD ORCHARD RD, SKOKIE
DS3	69 W WASHINGTON, CHGO
DS3	4545 W CERMAK RD, CHGO
DS3	1411 W MADISON, CHGO
DS3	2245 W OGDEN AV, CHGO
DS3	16501 KEDZIE AV, MRKHM
DS3	10220 S 76TH AV, BRDGVW
DS3	2121 EUCLID AV, ROLNG MDWS



Contract No. 1718-16625

**ILEC INTRASTATE SERVICES PRICING SCHEDULE -For OPT-E-MAN
Provided Pursuant to Custom Terms**

AT&T MA Reference No. _____

Customer	AT&T
Cook County Government 69 W. Washington Chicago, IL 60608USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Doug Coupland Title: Director of Telecommunications Street Address: 69 W Washington Ste. 2700 City: Chicago State/Province: Illinois Zip Code: 60602 County: United States Phone: 312-603- 1498 Email: DougA.Coupland@cookcountyil.gov	Keneese McNamer 225 W. Randolph St. Room 23C Chicago, IL 60606 Tel: 312-364-2982 Email: km1312@att.com With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

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

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Ethernet, dedicated or special access Service.

On the Effective Date, this Pricing Schedule will supersede and replace the following document(s) with respect to Services included in this Pricing Schedule: ILEC INTRASTATE SERVICES PRICING SCHEDULE last signed on January 15, 2013.

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

**ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms**

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

Service(s)	Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
OPT-E-MAN® Service	AT&T Illinois	AT&T Illinois Guidebook, including Part 6, Section 9	http://cpr.att.com/guidebook/il/index.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

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

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
OPT-E-MAN CIR/GoS	50%	36 months
SONET Ring ports	50%	36 months
Adds	50%	36 months
All other Service Components	50%	36 months

In recognition of: (i) the volume of Services purchased by the County, which, as of the Effective Date, corresponds to purchases in excess of \$6 million per year; and (ii) the quantity of Service Components purchased under this Pricing Schedule:

Customer will have the right to disconnect, on an annual basis, up to 25% of each category of Service Components available under this Pricing Schedule for intrastate Services, as measured against existing volumes as of the Effective Date of this Pricing Schedule and as measured against the volumes in place at the beginning of each 12 month period thereafter, without incurring early termination liability. This right is in addition to any technology upgrade migration rights the County may have under the Agreement. In order to qualify for this relief, the disconnected Service Components must have been in-service for a minimum of thirty-six (36) months prior to the date of disconnect. If a Service Component is disconnected prior to end of its respective Minimum Payment Period and has not been in-service for at least 36 months, early termination charges will apply as set forth in the Agreement. If Service Components in excess of the 25% for any category of Service Components are disconnected during a defined 12 month period, early termination charges will apply to the Service Components in excess of 30 % as set forth in the Agreement.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components in excess of quantities listed Section A-1 of Attachment A ("Adds") permitted only as specified below:

Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges	Additional Requirements
All Service Components listed In Attachment(s) A	Site(s) listed in Attachment A plus any other Site(s) in AT&T service areas in states included in Attachment A	As provided in Attachment A	As provided in Attachment A, plus any additional special construction charges that may be assessed	Adds must be installed no later than the end of the Pricing Schedule Term or June 30, 2019, whichever is earlier.

4.2 Moves

Per applicable Service Publication.

4.3 OPT-E-MAN® Upgrades

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

4.3.2 Pricing for OPT-E-MAN Service Reconfiguration Increase in CIR or GoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Grade of Service (GoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Grade of Service (GoS) not specified in Attachment A	55% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/GoS for the TPP term equal to the Minimum Payment Period of the associated Port Connection, or if no such TPP term exists then the next shorter TPP term

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

5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Evolution of Services

OPT-E-MAN® Service ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Services") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.

	ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms
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6.2 Notice of Withdrawal

Service and Service Component Withdrawals during Minimum Payment Period	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	OPT-E-MAN Service

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

ATTACHMENT A – Illinois
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Cook County Government

Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
Opt-E-MAN- IL	Basic Plus Connection 1G / P9FHX	N/A	26	\$ 450.00	-\$0.00
Opt-E-MAN- IL	Basic Plus Connection 10/100 Mbps / P9FFX	N/A	41	\$ 292.50	-\$0.00
Opt-E-MAN- IL	Basic Connection 10/100 Mbps / P9FEX	N/A	1	\$ 287.50	-\$0.00
Opt-E-MAN- IL	CIR - 5 Mbps (Bronze) / R6EAB	N/A	1	\$ 202.50	-\$0.00
Opt-E-MAN- IL	CIR - 10 Mbps (Bronze) / R6EBB	N/A	35	\$ 292.50	-\$0.00
Opt-E-MAN- IL	CIR - 20 Mbps (Bronze) / R6EDB	N/A	3	\$ 405.00	-\$0.00
Opt-E-MAN- IL	CIR - 50 Mbps (Bronze) / R6EHB	N/A	8	\$ 461.25	-\$0.00
Opt-E-MAN- IL	CIR - 100 Mbps (Bronze) / R6ELB	N/A	8	\$ 540.00	-\$0.00
Opt-E-MAN- IL	CIR - 250 Mbps (Bronze) / R6EQB	N/A	6	\$ 708.75	-\$0.00
Opt-E-MAN- IL	CIR - 500 Mbps (Bronze) / R6ETB	N/A	3	\$ 855.00	-\$0.00
Opt-E-MAN- IL	CIR - 1 Gbps (Bronze) / R6EZB	N/A	3	\$ 1,158.75	-\$0.00
Opt-E-MAN- IL	CIR - 5 Mbps (Silver) / R6EAC	N/A	N/A	\$ 292.50	-\$0.00
Opt-E-MAN- IL	CIR - 10 Mbps (Silver) / R6EBC	N/A	N/A	\$ 382.50	-\$0.00
Opt-E-MAN- IL	CIR - 20 Mbps (Silver) / R6EDC	N/A	N/A	\$ 495.00	-\$0.00
Opt-E-MAN- IL	CIR - 50 Mbps (Silver) / R6EHC	N/A	N/A	\$ 551.25	-\$0.00
Opt-E-MAN- IL	CIR - 100 Mbps (Silver) / R6ELC	N/A	N/A	\$ 630.00	-\$0.00
Opt-E-MAN- IL	CIR - 250 Mbps (Silver) / R6EQC	N/A	N/A	\$ 888.75	-\$0.00
Opt-E-MAN- IL	CIR - 500 Mbps (Silver) / R6ETC	N/A	N/A	\$ 1,035.00	-\$0.00
Opt-E-MAN- IL	CIR - 600 Mbps (Silver) / R6EUC	N/A	N/A	\$ 1,181.25	-\$0.00
Opt-E-MAN- IL	CIR - 1 Gbps (Silver) / R6EZC	N/A	N/A	\$ 1,338.75	-\$0.00
Opt-E-MAN- IL	CIR - 2 MBPS (Silver) / R6E2C	N/A	N/A	\$ 225.00	-\$0.00
Opt-E-MAN- IL	CIR - 4 MBPS (Silver) / R6E4C	N/A	N/A	\$ 247.50	-\$0.00
Opt-E-MAN- IL	CIR - 2 MBPS (Bronze) / R6E2B	N/A	N/A	\$ 135.00	-\$0.00
Opt-E-MAN- IL	CIR - 4 MBPS (Bronze) / R6E4B	N/A	N/A	\$ 157.50	-\$0.00
Opt-E-MAN- IL	CIR - 8 MBPS (Silver) / R6E8C	N/A	N/A	\$ 337.50	-\$0.00
Opt-E-MAN- IL	CIR - 8 MBPS (Bronze) / R6E8B	N/A	N/A	\$ 247.50	-\$0.00

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3 OPT-E-MAN Initial New and Existing Sites and Site Configuration

Street Address and City	Circuit ID for Existing Service	Port Connection		CIR Speed		Grade of Service		Number of Repeaters, if applicable
		Type	New or Existing	CIR Speed	New or Existing	Grade of Service	New or Existing	
1061 S WOLF RD, WHEELING, IL		Basic Plus Service Gigabit Ethernet	Existing	10 Mbps	Existing	Bronze	Existing	
2650 S CALIFORNIA AV, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	100 Mbps	Existing	Bronze	Existing	
2452 W BELMONT AV, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	1000 Mbps	Existing	Bronze	Existing	
15900 CICERO AVE, OAK FOREST, IL		Basic Plus Service Gigabit Ethernet	Existing	500 Mbps	Existing	Bronze	Existing	
2650 S CALIFORNIA AV, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	100 Mbps	Existing	Bronze	Existing	
2452 W BELMONT AV, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	1000 Mbps	Existing	Bronze	Existing	
15900 CICERO AVE, OAK FOREST, IL		Basic Plus Service Gigabit Ethernet	Existing	500 Mbps	Existing	Bronze	Existing	
118 N CLARK, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	20 Mbps	Existing	Bronze	Existing	
1 ALOHA LN, WESTCHESTER, IL		Basic Plus Service Gigabit Ethernet	Existing	250 Mbps	Existing	Bronze	Existing	
118 N CLARK, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	250 Mbps	Existing	Bronze	Existing	
1501 OPUS PL, DOWNERS GROVE, IL		Basic Plus Service Gigabit Ethernet	Existing	250 Mbps	Existing	Bronze	Existing	
69 W WASHINGTON ST, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	500 Mbps	Existing	Bronze	Existing	
2245 W OGDEN AVE, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	100 Mbps	Existing	Bronze	Existing	
1501 OPUS PL, DOWNERS GROVE, IL		Basic Plus Service Gigabit Ethernet	Existing	250 Mbps	Existing	Bronze	Existing	
69 W WASHINGTON ST, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	250 Mbps	Existing	Bronze	Existing	
69 W WASHINGTON ST, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	250 Mbps	Existing	Bronze	Existing	
2452 W BELMONT AV, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	10 Mbps	Existing	Bronze	Existing	
2245 W OGDEN AVE, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	10 Mbps	Existing	Bronze	Existing	
555 W HARRISON ST, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	10 Mbps	Existing	Bronze	Existing	

ILEC INTRASTATE SERVICES PRICING SCHEDULE
 Provided Pursuant to Custom Terms

Street Address and City	Circuit ID for Existing Service	Port Connection		CIR Speed		Grade of Service		Number of Repeaters, if applicable
		Type	New or Existing	CIR Speed	New or Existing	Grade of Service	New or Existing	
16501 KEDZIE, MARKHAM, IL		Basic Plus Service Gigabit Ethernet	Existing	50 Mbps	Existing	Bronze	Existing	
2650 S CALIFORNIA AV, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	10 Mbps	Existing	Bronze	Existing	
2121 EUCLID, ROLLING MEADOWS, IL		Basic Plus Service Gigabit Ethernet	Existing	50 Mbps	Existing	Bronze	Existing	
1401 MAYBROOK DR WHITCOMB, MAYWOOD, IL		Basic Plus Service Gigabit Ethernet	Existing	50 Mbps	Existing	Bronze	Existing	
5600 OLD ORCHARD, SKOKIE, IL		Basic Plus Service Gigabit Ethernet	Existing	50 Mbps	Existing	Bronze	Existing	
10220 S 76TH AV, BRIDGEVIEW, IL		Basic Plus Service Gigabit Ethernet	Existing	50 Mbps	Existing	Bronze	Existing	
69 W WASHINGTON ST, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	1000 Mbps	Existing	Bronze	Existing	
2121 W HARRISON ST, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	20 Mbps	Existing	Bronze	Existing	
500 E 51ST ST, CHICAGO, IL		Basic Plus Service Gigabit Ethernet	Existing	100 Mbps	Existing	Bronze	Existing	
1135 W 69TH ST, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	100 Mbps	Existing	Bronze	Existing	
4800 S CHICAGO BEACH DR, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	100 Mbps	Existing	Bronze	Existing	
1240 S DAMEN AVE, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	100 Mbps	Existing	Bronze	Existing	
2452 W BELMONT AV, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
7558 JACKSON BLVD, FOREST PARK, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
1100 S HAMILTON AV, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
2423 AUSTIN BLVD, CICERO, IL		Basic Plus Service 10/100 Base T	Existing	5 Mbps	Existing	Bronze	Existing	
1645 COTTAGE GROVE AV FLR 1, FORD HEIGHTS, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
13450 KEDZIE AVE, ROBBINS, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
5912 CERMAK RD, CICERO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
3525 S MICHIGAN AVE FLR 1, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
6337 S WOODLAWN AVE, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
2840 W FULLERTON AVE, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
2020 W HARRISON ST, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	50 Mbps	Existing	Bronze	Existing	
2424 S PULASKI RD, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	50 Mbps	Existing	Bronze	Existing	
69 W WASHINGTON ST, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	100 Mbps	Existing	Bronze	Existing	

ILEC INTRASTATE SERVICES PRICING SCHEDULE
 Provided Pursuant to Custom Terms

Street Address and City	Circuit ID for Existing Service	Fiber Connection		CIR Speed		Grade of Service		Number of Repeaters, if applicable
		Type	New or Existing	CIR Speed	New or Existing	Grade of Service	New or Existing	
2650 S CALIFORNIA AV, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
727 E 111TH ST, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
5101 S WENTWORTH AV, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
1330 54TH AVE, CICERO, IL		Basic Plus Service 10/100 Base T	Existing	20 Mbps	Existing	Bronze	Existing	
2199 S 1ST AVE, FOREST PARK, IL		Basic Plus Service 10/100 Base T	Existing	50 Mbps	Existing	Bronze	Existing	
5555 W GRAND AV, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
3151 W HARRISON ST, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
2452 W BELMONT AV, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
12545 111TH ST, LEMONT TWP, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
3100 W GOLF RD, HOFFMAN ESTATES, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
1599 TORRENCE AVE, CALUMET CITY, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
9700 WOLF RD, WILLOW SPRINGS, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
14698 OAK PARK AVE, OAK FOREST, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
9800 S 104TH AVE, PALOS TWP, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
1701 N QUENTIN RD, PALATINE, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
12201 W 123RD ST, PALOS TWP, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
200 PORTWINE RD, NORTHBROOK, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
640 COSMAN RD, ELK GROVE TOWNSH, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
6797 147TH ST, OAK FOREST, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
12201 W 123RD ST, PALOS TWP, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
3120 MILWAUKEE AVE, NORTHBROOK, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
536 N HARLEM AV, RIVER FOREST, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	
6100 N CENTRAL AVE, CHICAGO, IL		Basic Plus Service 10/100 Base T	Existing	10 Mbps	Existing	Bronze	Existing	



Contract No. 1718-16625

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

AT&T MA Reference No. 136115UA

Customer	AT&T
Cook County Government 69 W. Washington Chicago, IL 60608USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Doug Coupland Title: Director of Telecommunications Street Address: 69 W Washington Ste. 2700 City: Chicago State/Province: Illinois Zip Code: 60602 County: United States Phone: 312-603- 1498 Email: DougA.Coupland@cookcountyil.gov	Keneese McNamer 225 W. Randolph St. Room 23C Chicago, IL 60606 Tel: 312-364-2982 Email: km1312@att.com With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

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

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Ethernet, dedicated or special access Service.

On the Effective Date, this Pricing Schedule will supersede and replace the following document(s) with respect to Services included in this Pricing Schedule: ILEC Intrastate Services Pricing Schedule Provided Pursuant to Custom Terms last signed on January 15, 2013

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

	ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms
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1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service(s)	Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
OC-n Dedicated Ring Service ("SONET Ring")	AT&T Illinois	AT&T Illinois Guidebook, including Part 15, Sections 1 and 3	http://cpr.att.com/guidebook/il/index.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

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

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
SONET Ring ports	50%	36 months
All quantities of Service Components (excluding SONET Ring ports) listed in Section A-1 of Attachment A-1	50%	36 months

In recognition of: (i) the volume of Services purchased by the County, which, as of the Effective Date, corresponds to purchases in excess of \$6 million per year; and (ii) the quantity of Service Components purchased under this Pricing Schedule:

Customer will have the right to disconnect, on an annual basis, up to 25% of each category of Service Components available under this Pricing Schedule for intrastate Services, as measured against existing volumes as of the Effective Date of this Pricing Schedule and as measured against the volumes in place at the beginning of each 12 month period thereafter, without incurring early termination liability. This right is in addition to any technology upgrade migration rights the County may have under the Agreement. In order to qualify for this relief, the disconnected Service Components must have been in-service for a minimum of thirty-six (36) months prior to the date of disconnect. If a Service Component is disconnected prior to end of its respective Minimum Payment Period and has not been in-service for at least 36 months, early termination charges will apply as set forth in the Agreement. If Service Components in excess of the 25% for any category of Service Components are disconnected during a defined 12 month period, early termination charges will apply to the Service Components in excess of 30 % as set forth in the Agreement.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components in excess of quantities listed Section A-1 of Attachment A ("Adds") permitted only as specified below:

Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges	Additional Requirements
All Service Components listed In Attachment(s) A	Site(s) listed in Attachment A	As provided in Attachment A	As provided in Attachment A, plus any additional special construction charges that may be assessed	<ul style="list-style-type: none"> Adds must be installed no later than 3 months after Effective Date

4.2 Moves

Per applicable Service Publication.

5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Evolution of Services

Dedicated SONET Ring Service expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Services") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.

6.2 Notice of Withdrawal

Service and Service Component Withdrawals during Minimum Payment Period	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

ATTACHMENT A –Illinois
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Cook County Government

A-1 Rates and Charges; Initial Quantities

Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
SONET/DSRS	OC12 / Monthly / Mileage / Mileage / 1L5XX / N/A		139	\$ 104.00	\$0.00-
SONET/DSRS	OC12 / Monthly / Node / Central Office Node / FC5DX / N/A		7	\$ 1,048.00	\$0.00-
SONET/DSRS	OC12 / Monthly / Node / First Customer Premises Node / FP5DX / N/A		8	\$ 1,540.00	\$0.00-
SONET/DSRS	OC12 / Monthly / Port / DS1 Port / SPRGX / N/A		282	\$ 12.00	\$0.00-
SONET/DSRS	OC12 / Monthly / Port / DS3 Port / SPRCX / N/A		16	\$ 44.00	\$0.00-
SONET/DSRS	OC12 / Monthly / Port / OC-3 Port / SPREX / N/A		52	\$ 54.00	\$0.00-
SONET/DSRS	OC3 / Monthly / Add/Drop / Optical to Electrical DS1 Add/Drop Capability per OC-3 to DS1 Add/Drop / MXJDX / N/A		23	\$ 350.00	\$0.00-
SONET/DSRS	OC3 / Monthly / Node / Additional Customer Premises Node / FP5CA / N/A		11	\$ 400.00	\$0.00-
SONET/DSRS	OC3 / Monthly / Node / Central Office Node / FC5CX / N/A		10	\$ 400.00	\$0.00-
SONET/DSRS	OC3 / Monthly / Port / DS3 Port / SPRBX / N/A		2	\$ 44.00	\$0.00-
SONET/DSRS	OC3 / Monthly / Port / DS1 Port / SPRAX / N/A		19	\$ 13.50	\$0.00
SONET/DSRS	OC3 / LOCAL DISTRIBUTION CHANNEL, PER POINT OF TERMINATION / n/a / TMECS		2	\$ 1,038.15	\$0.00
SONET/DSRS	OC48 / Monthly / Add/Drop / Add/Drop Capability Plus per Node / MPEPX / N/A		6	\$ 320.00	\$0.00-
SONET/DSRS	OC48 / Monthly / Add/Drop / Add/Drop Capability Per Node / MPEFX / N/A		5	\$ 315.00	\$0.00-
SONET/DSRS	OC48 / Monthly / Mileage / Mileage / 1L5XX / N/A		13	\$ 104.00	\$0.00-
SONET/DSRS	OC48 / Monthly / Node / Central Office Node / FC5EX / N/A		1	\$ 1,800.00	\$0.00-
SONET/DSRS	OC48 / Monthly / Node / First Customer Premises Node / FP5EX / N/A		4	\$ 2,200.00	\$0.00-
SONET/DSRS	OC48 / Monthly / Port / DS1 Port / SPRLX / N/A		126	\$0.00-	\$0.00-
SONET/DSRS	OC48 / Monthly / Port / DS3 Port / SPRKX / N/A		22	\$ 44.00	\$0.00-
SONET/DSRS	OC48 / Monthly / Port / OC-12 Port / SPRHX / N/A		1	\$0.00-	\$0.00-
SONET/DSRS	OC48 / Monthly / Port / OC-3 Port / SPRJX / N/A		26	\$ 54.00	\$0.00-
SONET/DSRS	OC12 / Monthly / Node / Direct Drop - Central Office Node / L9NDX / N/A		2	\$ 997.50	\$0.00-

	ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms
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A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3 Initial New and Existing Customer Sites

SERVICE	LOCATION(s) which are contained in service orders issued pursuant to this Pricing Schedule
SONET/DSRS	Customer Sites in the AT&T service areas in Illinois



Contract No. 1718-16625

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

AT&T MA Reference No. 136115UA

Customer	AT&T
Cook County Government 69 W. Washington Chicago, IL 60608USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Doug Coupland Title: Director of Telecommunications Street Address: 69 W Washington Ste. 2700 City: Chicago State/Province: Illinois Zip Code: 60602 County: United States Phone: 312-603- 1498 Email: DougA.Coupland@cookcountyil.gov	Keneese McNamer 225 W. Randolph St. Room 23C Chicago, IL 60606 Tel: 312-364-2982 Email: km1312@att.com With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

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

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Ethernet, dedicated or special access Service.

On the Effective Date, this Pricing Schedule will supersede and replace the following document(s) with respect to Services included in this Pricing Schedule: ILEC Intrastate Services Pricing Schedule Provided Pursuant to Custom Terms last signed on January 15, 2013

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
 Provided Pursuant to Custom Terms

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

Service(s)	Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
Analog Private Lines	AT&T Illinois	AT&T Illinois Guidebook, including Part 15, Section 2	http://cpr.att.com/guidebook/il/index.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	24 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	0%	None

4. ADDS; MOVES

4.1 Adds

Adds are not allowed under this Pricing Schedule.

4.2 Moves

Per applicable Service Publication.

5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)

See Attachment(s) A. **SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS**

6.1 Notice of Withdrawal

Service and Service Component Withdrawals during Minimum Payment Period	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

ATTACHMENT A – Illinois
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Cook County Government

A-1 Rates and Charges; Initial Quantities

Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
Analog Private Line	/ 1L5XX		1,154	\$ 7.00	-
Analog Private Line	/ 1RADA		77	\$ 480.50	-
Analog Private Line	/ 1RADB		70	\$ 390.00	-
Analog Private Line	/ 1RADC		27	\$ 390.00	-
Analog Private Line	/ CM6		160	\$ 75.00	-
Analog Private Line	/ JZN1B		79	\$ 10.50	-
Analog Private Line	/ JZN1C		72	\$ 2.00	-
Analog Private Line	/ JZN1J		4	\$ 109.50	-
Analog Private Line	/ JZN1X		5	\$ 164.00	-
Analog Private Line	/ JZNAC		138	\$ 2.00	-
Analog Private Line	/ JZNAJ		3	\$ 109.50	-
Analog Private Line	/ JZNBC		13	\$ 2.00	-
Analog Private Line	/ JZNBj		1	\$ 109.50	-
Analog Private Line	/ JZNDc		69	\$ 2.00	-
Analog Private Line	/ JZNDj		5	\$ 88.00	-
Analog Private Line	/ JZNEB		654	\$ 10.50	-
Analog Private Line	/ JZNEc		1,496	\$ 2.00	-
Analog Private Line	/ JZNEj		40	\$ 109.50	-
Analog Private Line	/ JZNEx		30	\$ 153.50	-
Analog Private Line	/ JZNFc		13	\$ 2.00	-
Analog Private Line	/ JZNFj		1	\$ 88.00	-
Analog Private Line	/ JZNMB		52	\$ 10.50	-
Analog Private Line	/ JZNMC		14	\$ 2.00	-
Analog Private Line	/ JZNMj		1	\$ 109.50	-

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
Analog Private Line	/ JZNMX		2	\$ 153.50	-
Analog Private Line	/ JZNPC		180	\$ 2.00	-
Analog Private Line	/ JZNPJ		5	\$ 109.50	-
Analog Private Line	/ JZNPB		73	\$ 10.50	-
Analog Private Line	/ JZNPQ		1,018	\$ 2.00	-
Analog Private Line	/ JZNPJ		55	\$ 109.50	-
Analog Private Line	/ JZNPX		4	\$ 153.50	-
Analog Private Line	/ JZNSB		16	\$ 10.50	-
Analog Private Line	/ JZNSC		126	\$ 2.00	-
Analog Private Line	/ JZNSJ		3	\$ 109.50	-
Analog Private Line	/ JZNSX		1	\$ 153.50	-
Analog Private Line	/ JZNPZ		22	\$ 10.50	-
Analog Private Line	/ JZNPX		1	\$ 121.50	-
Analog Private Line	/ WWAAB		44	\$ 60.00	-
Analog Private Line	/ WWAAC		18	\$ 70.00	-
Analog Private Line	/ WWBAA		2	\$ 45.00	-
Analog Private Line	/ WWBAB		4	\$ 55.00	-
Analog Private Line	/ WWBAC		2	\$ 72.00	-
Analog Private Line	/ WWBGA		2	\$ 69.50	-
Analog Private Line	/ WWBGB		31	\$ 80.00	-
Analog Private Line	/ WWBQC		4	\$ 85.50	-
Analog Private Line	/ WWG3A		2	\$ 72.00	-
Analog Private Line	/ WWG3B		28	\$ 76.50	-
Analog Private Line	/ WWG3C		25	\$ 90.00	-
Analog Private Line	/ WWGAA		1	\$ 45.00	-
Analog Private Line	/ WWGAB		4	\$ 55.00	-
Analog Private Line	/ WWGAC		1	\$ 78.00	-
Analog Private Line	/ WWGGA		20	\$ 63.50	-
Analog Private Line	/ WWGGB		74	\$ 67.50	-
Analog Private Line	/ WWGGC		18	\$ 88.00	-
Analog Private Line	/ WWGOA		7	\$ 72.00	-

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
Analog Private Line	/ WWGOB		65	\$ 76.50	-
Analog Private Line	/ WWGOC		12	\$ 90.00	-
Analog Private Line	/ WWWAA		1	\$ 46.00	-
Analog Private Line	/ WWVAB		1	\$ 60.00	-
Analog Private Line	/ WWVAC		8	\$ 70.00	-
Analog Private Line	/ WWZAB		3	\$ 60.00	-
Analog Private Line	/ WXAAA		8	\$ 78.50	-
Analog Private Line	/ WXAPA		14	\$ 100.50	-
Analog Private Line	/ WXAPB		6	\$ 115.00	-
Analog Private Line	/ WXG4A		4	\$ 100.50	-
Analog Private Line	/ WXG4B		3	\$ 115.00	-
Analog Private Line	/ WXG4C		3	\$ 201.00	-
Analog Private Line	/ WXGPA		4	\$ 100.50	-
Analog Private Line	/ WXGPB		4	\$ 115.00	-
Analog Private Line	/ 41G		1	\$ 11.00	-
Analog Private Line	/ 41G1X		2	\$ 2.50	-
Analog Private Line	/ B5NGF		1	\$ 14.00	-
Analog Private Line	/ SLM		10	\$ 0.32	-
Analog Private Line	/ VUAPB		3	\$ 6.00	-
Analog Private Line	/ WWBPB		4	\$ 9.00	-
Analog Private Line	/ WVEAA		18	\$ 1.50	-
Analog Private Line	/ WWG4B		1	\$ 8.50	-
Analog Private Line	/ WWG4C		1	\$ 10.00	-
Analog Private Line	/ WWGDA		2	\$ 10.50	-
Analog Private Line	/ WWGDB		6	\$ 12.50	-
Analog Private Line	/ WWGDC		2	\$ 19.00	-
Analog Private Line	/ WWGKB		1	\$ 7.50	-
Analog Private Line	/ WWGPB		8	\$ 8.50	-
Analog Private Line	/ WWGXA		1	\$ 9.50	-
Analog Private Line	/ WWGXB		12	\$ 9.50	-
Analog Private Line	/ WWGXC		2	\$ 9.00	-

ILEC INTRASTATE SERVICES PRICING SCHEDULE
 Provided Pursuant to Custom Terms

Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
Analog Private Line	/ WWHAC		2	\$ 16.50	-
Analog Private Line	/ WWHCA		2	\$ 10.50	-
Analog Private Line	/ WWHCC		2	\$ 16.50	-
Analog Private Line	/ WXG3C		1	\$ 25.00	-
Analog Private Line	/ WXHPA		3	\$ 18.00	-
Analog Private Line	/ X6Y1A		1	\$ 4.00	-
Analog Private Line	/ X6Y1B		12	\$ 6.00	-
Analog Private Line	/ X6Y2A		2	-	-
Analog Private Line	/ X6Y2B		15	\$ 4.50	-
Analog Private Line	/ X6Z1B		7	\$ 4.50	-
Analog Private Line	/ X6Z1C		1	\$ 5.00	-
Analog Private Line	/ X6Z2A		5	\$ 0.11	-
Analog Private Line	/ X6Z2B		19	\$ 0.16	-
Analog Private Line	/ X6Z2C		22	\$ 0.50	-

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

**EXHIBIT A
OTHER TAXES, FEES AND SURCHARGES**

- The tax rates contained in this document reflect the tax rates and/or surcharges in effect per AT&T's tax database as of the date provided and are subject to change. This data is provided for information purposes only and is not intended to be viewed as tax advice. Customers should consult their own tax advisor for questions concerning their tax liability.
- In the event the parties add other products or services to this Agreement during the term of the Agreement, the Parties agree that AT&T may assess the taxes, fees and surcharges associated with such products or services on the County. Upon request from the County, AT&T shall update this Exhibit A to reflect those taxes, fees and surcharges for such added products or services.

A. Long Distance Service

i) Applicable Taxes, Fees and Surcharges

State	Tax Description	Interstate Long Distance	Intrastate Long Distance
IL	TELECOMM EXCISE	B	B
IL	INFRASTRUCTURE MTCE FEE	S	S
IL	CHICAGO TELECOM EXCISE	L	L
IL	PUB. UTIL. COMM. FEE	N	S
IL	IL UNIVERSAL SERVICE FUND	N	S

Key:

- S = State Level Taxes Only
- L = Local Level Taxes Only
- B = Both State and Local Taxes
- N = Not Taxable

ii) Long Distance/ OneNet Federal Surcharges

Surcharges applied to interstate traffic:

- UNIVERSAL CONNECTIVITY CHARGE
- ADMINISTRATIVE EXPENSE FEE
- PROPERTY TAX ALLOTMENT
- FEDERAL REGULATORY FEE

Multi-lines are assessed per line

- Outbound switched Voice lines would be assessed the Carrier Line Charge (CLC)
- *UNIVERSAL CONNECTIVITY CHARGE would also be assessed on the total amount billed for ADMINISTRATIVE EXPENSE FEE, PROPERTY TAX ALLOTMENT, FEDERAL REGULATORY FEE

B. Business Voice over IP Services

i) Applicable Taxes, Fees and Surcharges

State	Tax Description	BVOIP	
		Interstate	Local
IL	E-911 CHARGE	N	B
IL	IL RELAY SERVICE AND EQPMT	N	S
IL	TELECOMM EXCISE	B	B
IL	INFRASTRUCTURE MTCE FEE	S	S
IL	CHICAGO TELECOM EXCISE	L	L

ii) Federal Surcharges

IP Flex Traffic is considered 64.9% interstate. Accordingly, the following taxes apply to 64.9% of the IP Flex traffic:

- UNIVERSAL CONNECTIVITY CHARGE
- ADMINISTRATIVE EXPENSE FEE
- PROPERTY TAX ALLOTMENT
- FEDERAL REGULATORY FEE

If International: 100% of the IP Flex traffic would be assessed the four (4) tax categories above

C. Internet Access Service (MIS)

i) State and Local Taxes

	State	
State	PO	
Name	abbrev	Tax Type
Illinois	IL	Sales Tax

ii) Federal Surcharges

Federal Surcharges do not apply to MIS, only the access component to MIS would be assessed. If the access is bundled with MIS, then the FARF would apply. If the access is purchased separately, then the UNIVERSAL CONNECTIVITY CHARGE, ADMINISTRATIVE EXPENSE FEE, PROPERTY TAX ALLOTMENT, and FEDERAL REGULATORY FEE would apply.

Bundled MIS/Total Service

- FEDERAL ACCESS RECOVERY FEE

Unbundled MIS.

- UNIVERSAL CONNECTIVITY CHARGE
- ADMINISTRATIVE EXPENSE FEE
- PROPERTY TAX ALLOTMENT
- FEDERAL REGULATORY FEE

D. AT&T Switched Ethernet Service

i.) State and Local Taxes, Fees and Surcharges

State	Tax Description	Interstate	Intrastate
IL	TELECOMM EXCISE	B	B
IL	CHICAGO TELECOM EXCISE	L	L
IL	INFRASTRUCTURE MTCE FEE	S	S
IL	PUB. UTIL. COMM. FEE	N	S
IL	IL UNIVERSAL SERVICE FUND	N	S

ii.) Federal Surcharges

- UNIVERSAL CONNECTIVITY CHARGE
- ADMINISTRATIVE EXPENSE FEE
- PROPERTY TAX ALLOTMENT
- FEDERAL REGULATORY FEE

E. SBC Telco Services

i.) State and Local Taxes, Fees and Surcharges-

Tax Type	Tax Description	Bus Ind	Res Ind	Non Reg	MTS				
					IE	IA	IL	LC	IN
ACCLX	E-911 CHARGE	Y	Y	Y	N	N	N	B	N
ACSLX	IL RELAY SERVICE AND EQPMT	Y	Y	Y	N	N	N	S	N
EXCTX	TELECOMM EXCISE	Y	Y	Y	B	B	B	B	B
LINLX	IL RELAY SERVICE AND EQPMT	Y	N	Y	N	N	N	S	N
PUCAC	PUB. UTIL. COMM. FEE	Y	Y	Y	N	S	S	S	N
STACC	IL UNIVERSAL SERVICE FUND	N	Y	Y	N	S	S	S	N
SURAC	IL UNIVERSAL SERVICE FUND	Y	N	Y	N	S	S	S	N
TELTX	INFRASTRUCTURE MTCE FEE	Y	Y	Y	S	S	S	S	S
TRKLX	E-911 CHARGE	Y	Y	Y	N	N	N	B	N
TRSLX	IL RELAY SERVICE AND EQPMT	Y	Y	Y	N	N	N	S	N
UTLTX	CHICAGO TELECOM EXCISE	Y	Y	Y	L	L	L	L	L

Tax Type	Tax Description	800					PL				
		IE	IA	IL	LC	IN	IE	IA	IL	LC	IN
ACCLX	E-911 CHARGE	N	N	N	N	N	N	N	N	N	N
ACSLX	IL RELAY SERVICE AND EQPMT	N	N	N	N	N	N	N	N	S	N
EXCTX	TELECOMM EXCISE	B	B	B	B	B	B	B	B	B	B
LINLX	IL RELAY SERVICE AND EQPMT	N	N	N	N	N	N	N	N	N	N
PUCAC	PUB. UTIL. COMM. FEE	N	S	S	S	N	N	S	S	S	N
STACC	IL UNIVERSAL SERVICE FUND	N	S	S	S	N	N	S	S	S	N
SURAC	IL UNIVERSAL SERVICE FUND	N	S	S	S	N	N	S	S	S	N
TELTX	INFRASTRUCTURE MTCE FEE	S	S	S	S	S	S	S	S	S	S
TRKLX	E-911 CHARGE	N	N	N	N	N	N	N	N	N	N
TRSLX	IL RELAY SERVICE AND EQPMT	N	N	N	N	N	N	N	N	S	N
UTLTX	CHICAGO TELECOM EXCISE	N	N	N	N	N	L	L	L	L	L

Tax Type	Tax Description	WATS					VCEL				
		IE	IA	IL	LC	IN	IE	IA	IL	LC	IN
ACCLX	E-911 CHARGE	N	N	N	N	N	N	N	N	B	N
ACSLX	IL RELAY SERVICE AND EQPMT	N	N	N	S	N	N	N	N	S	N
EXCTX	TELECOMM EXCISE	B	B	B	B	B	B	B	B	B	B
LINLX	IL RELAY SERVICE AND EQPMT	N	N	N	N	N	N	N	N	S	N
PUCAC	PUB. UTIL. COMM. FEE	N	S	S	S	N	N	S	S	S	N
STACC	IL UNIVERSAL SERVICE FUND	N	S	S	S	N	N	S	S	S	N
SURAC	IL UNIVERSAL SERVICE FUND	N	S	S	S	N	N	S	S	S	N
TELTX	INFRASTRUCTURE MTCE FEE	S	S	S	S	S	S	S	S	S	S
TRKLX	E-911 CHARGE	N	N	N	N	N	N	N	N	B	N
TRSLX	IL RELAY SERVICE AND EQPMT	N	N	N	S	N	N	N	N	S	N
UTLTX	CHICAGO TELECOM EXCISE	L	L	L	L	L	L	L	L	L	L

Key:
 S = State Level Taxes Only
 L = Local Level Taxes Only
 B = Both State and Local Taxes
 N = Not Taxable

Description

Identifies the type of telecommunications service associated with the telecommunications charge being billed: MTS, PL, WATS, 800, COIN, MESSAGING, CDPD (data packet), MTS-or-WATS ('Z'), MTS-or-WATS ('Y'), VOICE-CELLULAR

Description

Identifies the division of AT&T Communications Business to which the telecommunications service charge belongs.

Interstate (IE) One-Way (OW)
 Intrastate (IA) Two-Way (TW)
 Intralata (IL) Mobile (MO)
 International (IN) Local-Exchange (LC)

F. NetBond Service

i) State and Local Taxes, Fees and Surcharges

State	Tax Description	NetBond Service
IL	TELECOMM EXCISE	B
IL	INFRASTRUCTURE MTCE FEE	S
IL	CHICAGO TELECOM EXCISE	L

EXHIBIT B
PERSONNEL

Customer shall perform its obligations hereunder through such persons as Customer may designate from time to time. Customer may, without the need for approval of AT&T, replace any Customer personnel working in connection herewith. Customer will assign a project manager to interface with AT&T's Project Managers. In addition, the Customer's Chief Information Officer will provide a written list of Customer personnel who are authorized to order Services or request changes to Services from AT&T and shall, from time to time, send written notification to AT&T of additions to or deletions from the list of authorized Customer personnel.

Simona Rollinson	Chief Information Officer
Hema Sundaram	Chief Technology Officer
Doug Coupland	Director of Telecommunications
Ekong Udoh	Senior Telecommunications Analyst
Lyn Coscarelli	Senior Telecommunications Engineer
Javier Verdin	Senior Telecommunications Analyst
Wilma Adams	Telecommunications Analyst

EXHIBIT C
ORDERING SERVICE LEVELS

AT&T will provide 2 dedicated resources to manage all Order Provisioning as well as Billing Management

Category	Measurement Definition	Service Hours	Performance Objective
Service Request Response	The length of time to respond to service request and provide target timeframes of completion	Normal Business Hours	All service requests are responded to in under 8 business hours
Work Order Completion	Number of orders fulfilled within specified timeframe for routine requests	Normal Business Hours	80% of all non-complex orders are completed within 7 business days. Non-complex orders include POTs, Analog and DS1. If there are no copper/fiber facilities that exist at a specific location, the performance objective does not apply
Moves, Adds, Changes (MAC's)	Number of MAC's completed within the scheduled timeframe as a percentage of the total MAC's attempted	Normal Business Hours	90% completed on or before due date
Invoices and Billing Report Delivery	Amount of time from bill closing date to invoice & bill media delivery	Normal Business Hours	Invoice and bill media will be available within 10 business days from close of bill cycle in Business Direct/Business Center.
Bill Inquires	The length of time to respond and resolve outstanding bill inquiries	Normal Business Hours	30 days
Special Data requests	The length of time to respond to special request for ad-hoc data such as call detail, site directories, circuit inventories, etc.	Normal Business Hours	30 days

EXHIBIT D

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables"). If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT E

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN

1st District

DENNIS DEER

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

EDWARD M. MOODY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

August 18, 2017

REVISED (8/25/2017)

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: AT&T Corp.
Contract No. 1718-16625
Telecommunication Services
Bureau of Technology

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% (MBE/WBE) participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

Cc: William Campbell-Bezat, BOT
Doug Coupland, BOT

EXHIBIT F
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
018566-GAW-CRT-17-18 X X KMcNa		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED AT&T Corp. One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202		INSURER A : Old Republic Insurance Company 24147 INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____	

COVERAGES CERTIFICATE NUMBER: CHI-008642799-02 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		MWZY 310368	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB 310367 MWZX 310369 (MI) (See Attached)	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	MWC 310370 00	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	Excess Workers' Compensation / Employers' Liability		MWXS 310371 (OH-WA) See Second Page	06/01/2017	06/01/2018	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County Government is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance.

CERTIFICATE HOLDER Cook County Government Attn: Office of the Chief Procurement Officer 118 N. Clark St., Room 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

AGENCY CUSTOMER ID: 018566

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED AT&T Corp. One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 310371 (OH-WA)
 Self-Insured Retentions
 OH & WA - \$500,000,000 (except Terrorism)
 OH & WA - \$600,000,000 Terrorism

Excess Automobile Liability - MWZX 310369 (MI)
 Combined Single Limit - \$1,000,000
 Self-Insured Retention - \$1,000,000

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: att.certrequest@marsh.com	CONTACT NAME: PHONE (A/C. No., Ext): _____ FAX (A/C. No.): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
018566-E&O-17-18 X X KMcNa	INSURER A: Old Republic Insurance Company	NAIC # 24147
INSURED AT&T Corp. One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES CERTIFICATE NUMBER: CHI-008642810-01 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability SIR Value		MWZZ 310366	06/01/2017	06/01/2018	2,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County Government is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance.

CERTIFICATE HOLDER Cook County Government Attn: Office of the Chief Procurement Officer 118 N. Clark St., Room 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

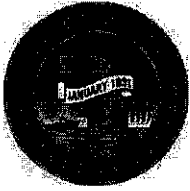
This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A. In the event this policy is cancelled for any permissible reason, other than for non-payment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with us, after notifying the **named insured** of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

PL 739-003 1011

EXHIBIT G
BOARD AUTHORIZATION



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 17-5096 **Version:** 1 **Name:** AT&T Corp., New York City, New York
Type: Contract (Technology) **Status:** Approved
File created: 8/30/2017 **In control:** Technology and Innovation Committee
On agenda: 9/13/2017 **Final action:** 10/11/2017
Title: PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: AT&T Corp., Bedminster, New Jersey

Request: Authorization for the Chief Procurement Officer to enter into and execute contract.

Good(s) or Service(s): Telecommunications Services

Contract Value: \$35,000,000.00

Contract period: 10/1/2017 - 9/30/2022 with two (2) one (1)-year renewal options

Potential Fiscal Year Budget Impact: FY 2017 \$1,750,000.00, FY 2018 \$7,000,000.00, FY 2019 \$7,000,000.00, FY 2020 \$7,000,000.00, FY 2021 \$7,000,000.00, FY 2022 \$5,250,000.00.

Accounts: 11100.1499.10155.520155

Contract Number(s): 1718-16625

Concurrence(s):

The contract-specific goal set on this contract was zero.

The Chief Procurement Officer concurs.

Summary: This contract will provide telecommunications utility services for all Cook County locations, including the Health and Hospitals System. In addition to ongoing telecommunications services, the County will receive much-needed upgrades to replace legacy telephone service with Voice over IP (VoIP) and increase bandwidth capacity to support mounting demand for data, video, and voice transfer.

This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

Sponsors:

Indexes: SIMONA ROLLINSON, Chief Information Officer, Bureau of Technology

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/11/2017	1	Technology and Innovation Committee	recommend for approval	Pass
10/11/2017	1	Board of Commissioners		

9/13/2017 1 Board of Commissioners refer Pass

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: AT&T Corp., Bedminster, New Jersey

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Telecommunications Services

Contract Value: \$35,000,000.00

Contract period: 10/1/2017 - 9/30/2022 with two (2) one (1)-year renewal options

Potential Fiscal Year Budget Impact: FY 2017 \$1,750,000.00, FY 2018 \$7,000,000.00, FY 2019 \$7,000,000.00, FY 2020 \$7,000,000.00, FY 2021 \$7,000,000.00, FY 2022 \$5,250,000.00.

Accounts: 11100.1499.10155.520155

Contract Number(s): 1718-16625

Concurrence(s):

The contract-specific goal set on this contract was zero.

The Chief Procurement Officer concurs.

Summary: This contract will provide telecommunications utility services for all Cook County locations, including the Health and Hospitals System. In addition to ongoing telecommunications services, the County will receive much-needed upgrades to replace legacy telephone service with Voice over IP (VoIP) and increase bandwidth capacity to support mounting demand for data, video, and voice transfer.

This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

EXHIBIT H
DATA SECURITY ADDENDUM



**MASTER AGREEMENT
DATA SECURITY ADDENDUM**

Customer	AT&T
Cook County Government 69 W. Washington Chicago, IL 60608	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	Keneese McNamer 225 W. Randolph St. Room 23C Chicago, IL 60606 Tel: 312-364-2982 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement Data Security Addendum ("Addendum") is an addendum to the Master Agreement referenced above. This Addendum is effective when signed by both Customer and AT&T ("Effective Date"), and continues in effect as long as Services are provided under the Master Agreement.

1. Data Security - General

1.1. Except as set forth in this Addendum, neither AT&T nor Customer represents or guarantees that security procedures will prevent the loss of, alteration of, or improper access to data in its possession or under its management, but each party will comply with this Addendum concerning measures taken : (i) by Customer to encrypt data prior to transmission or storage via the Services; and (ii) by AT&T to safeguard data in transit on an AT&T network or stored by Customer on AT&T servers.

1.2. AT&T will maintain programs and processes under which employees, contractors, and subcontractors are screened, trained on security policies and made aware of their responsibilities with regard to AT&T and Customer's data. AT&T will also maintain a comprehensive security program with the objective of broadly incorporating security measures into all AT&T's computing and networking environments ("AT&T Security Program").

1.3. AT&T will maintain a set of security standards drawing upon leading industry standards (e.g., ISO/IEC 27001:2005, etc.). In providing Services under the Agreement, AT&T will observe AT&T security standards.

1.4. AT&T will regularly re-evaluate and modify its security standards at its discretion as generally accepted industry standards evolve, as new technologies emerge or as new threats are identified. AT&T's security standards are themselves sensitive information and as part of the AT&T Security Program the standards are kept confidential and generally not disclosed to third parties.

1.5. The parties acknowledge that Services offered by AT&T have varying levels of inherent security risk. In addition, some Services may involve the transmission or storage of voice and data traffic from, to, on or over third-party networks or facilities which may not have the same protections against unauthorized access that AT&T employs.

2. AT&T Information and Network Security Customer Reference Guide/AT&T Security Program

2.1. AT&T has provided Customer with a copy of the *AT&T Information & Network Security Customer Reference Guide January 2016 version 5.3* which provides an overview of the AT&T Security Program as of the publication date. AT&T anticipates that the AT&T Security Program will continuously evolve, and AT&T therefore has advised Customer that the policies and procedures described in the *AT&T Information & Network Security Customer Reference Guide* may be changed by AT&T without notice to or consultation with Customer. Upon request AT&T will provide a then-current copy of the *AT&T Information & Network Security Customer Reference Guide* to Customer.

2.2. AT&T employs a broad spectrum of security tools and methods in the AT&T Security Program. Following are some of the tools and methods used by AT&T in one or more aspects of the program as of the Effective Date of this Addendum. Although the tools and methods will evolve over time, the current description provides a general indication of the depth and scope of the AT&T Security Program.

- (a) **Security Policy** – AT&T security standards are formally reviewed, approved, published, and communicated to employees and relevant parties responsible for supporting AT&T's business operations and services. AT&T has established security standards that, in combination with other processes, procedures, and responsibilities within AT&T, are consistent with the controls documented within the generally accepted international security management standard ISO/IEC 27001:2005.
- (b) **Classification of Information** – AT&T uses a multi-tiered information classification framework for categorizing and labeling information based on sensitivity of the content and specific legal requirements.
- (c) **Information and Media Handling** – AT&T security standards specify the means and levels of protection for information in transit or in storage with regard to the type of environment and media and within each information classification. The standards also specify the requirements for information destruction and media sanitization.
- (d) **Physical Access Controls** – AT&T maintains appropriate physical security practices that include the use of physical monitoring and intrusion detection systems, implementation of locks and access barriers, and screening access to facilities and equipment.
- (e) **Logical Access Controls** – AT&T maintains appropriate logical access controls that include authentication of claimed identity (using means such as passwords, PINS or tokens), periodic review of user IDs and accounts to verify continued business need, and management of user privileges in accordance with job function and business need. Password rules follow strict requirements, including a minimum number and type of characters and uniqueness from previous user passwords, user name or dictionary words.
- (f) **Network Perimeter Protection** – AT&T employs firewalls that screen incoming and outgoing traffic, and intrusion detection tools that detect unauthorized attempts to penetrate AT&T's global network. AT&T does not monitor individual customer connections for intrusions except when part of a managed security service provided for an additional fee.
- (g) **Workstation Security Management** – AT&T uses a variety of processes and technologies that include anti-malware protection and updates, personal firewall, operating system hardening and updates, power-on passwords, password-protected keyboard or screen locks that automatically trigger through inactivity, and full disk encryption where permitted by law to protect sensitive information on portable assets.
- (h) **Security Incident Management** – AT&T uses a disciplined global process for the identification of security incidents and threats in a timely manner to minimize the loss or compromise of information belonging to both AT&T and its customers and to facilitate incident resolution. AT&T 24 x 7 global network monitoring and the AT&T threat management platform and program provide real-time situational awareness and data correlation that support active incident investigation and security event case management.
- (i) **Monitoring** – AT&T maintains security audit logs that record access attempts and other security events. AT&T security administration limits user control over system security functions to protect against tampering and unauthorized access.
- (j) **Security Advisories** – AT&T internally distributes security advisories that originate from industry security organizations and equipment, software and systems suppliers. Each security advisory is categorized, assigned a severity rating, and published by the AT&T global security organization along with the timeframe within which AT&T will endeavor to resolve the vulnerability in accordance with AT&T security standards.
- (k) **Compliance** – AT&T conducts regular tests to determine if security controls are maintained and are functioning in accordance with policy. These initiatives include security status checking and vulnerability testing and management.

3. Internal and External Reviews and Audits

3.1. For certain Services, AT&T retains external auditors for periodic reviews of AT&T's security practices against various standards, such as SSAE16/ISAE3402, SysTrust, and Payment Card Industry (PCI) Data Security Standard (DSS). Additional information about external audits and certifications relevant to the Services is available from Customer's AT&T account team upon request. AT&T will provide Service Organization Control (SOC) audit reports to Customer for any audits of the Services against the SSAE16/ISAE3402 standards that AT&T undertakes as part of its general business operations. AT&T shall provide these reports to Customer upon request. Such reports are AT&T's Confidential Information and will be subject to restrictions on use and disclosure.

4. Customer Inquiries and Audits

4.1. Upon request AT&T will enter into discussions in an effort to address Customer's questions concerning the AT&T Security Program. In addition, once during a rolling 12 month period AT&T will also respond to a reasonable number of formal written questions (e.g., a questionnaire) concerning the AT&T Security Program. If AT&T's involvement in responding to such questions and concerns is more than periodic and limited in nature, Customer and AT&T will agree upon the fees to be paid by Customer to AT&T to cover costs that are not reflected in rates and charges for Services.

4.2. If the discussions and responses, along with available reports of independent auditors, do not satisfy Customer's needs, Customer may request to conduct its own security audit of certain AT&T facilities or services. No audit will be conducted until the parties have mutually agreed on the scope, time frame, and location of the audit. If Customer intends to use a third party to conduct an audit or tests, the third party will be required to enter into an appropriate non-disclosure agreement with AT&T prior to commencing the audit or testing. Audits and tests may not be conducted by third parties who are direct competitors of AT&T without AT&T's written consent or by third parties who have previously misused or misappropriated AT&T's confidential information. For some services, AT&T may require a separate written agreement setting forth specific terms and conditions for audits or tests. The following terms and conditions will generally apply to all audits, and there may be other terms or restrictions as well:

- (a) AT&T reserves the right to charge Customer reasonable fees that are proportional to AT&T's anticipated costs for providing access to facilities, information and personnel in the course of facilitating the audit.
- (b) Audits will be performed according to AT&T Security requirements and will be limited to once per rolling twelve (12) month period during normal AT&T business hours for the identified location.
- (c) AT&T will require adequate protection for AT&T's Confidential Information. AT&T will not make any disclosure which would result in the disclosure of information about other AT&T customers or services.
- (d) There may be a limit on the number of onsite auditors.
- (e) No copies may be taken of any documents (whether electronic or in hard copy) provided during the course of the audit and no document may be removed from the area where documents are available for inspection.
- (f) Physical security audits and on-site reviews of AT&T operational facilities and locations will be subject to policies maintained by AT&T Asset Protection and AT&T Corporate Real Estate or their successor organizations.

4.3. If Customer is subject to regulation and audit by governmental or other regulatory authorities having authority to examine Customer's records, AT&T will provide reasonable assistance as requested by Customer to facilitate such examinations, subject to Customer's agreement to pay reasonable fees that are proportional to AT&T's anticipated costs in facilitating the examination, and subject to the restrictions and conditions similar to those described above.

4.4. If Customer identifies a security issue during a discussion, response, audit or test, which Customer reasonably identifies as causing an unacceptable level of threat to Customer, then AT&T will work cooperatively with Customer to determine if another service with a different type or level of security might be more suitable for Customer, or if there are commercially reasonable changes that AT&T might make without altering the cost, functionality or general characteristics of the Service in question.

4.5. AT&T will review Customer's request to perform vulnerability or other testing activities on a service-by-service basis. Such activities will be subject to additional terms and conditions in order to protect AT&T infrastructure and the services and data of other AT&T customers. No tests may be conducted until the parties have entered into a separate written agreement setting forth the scope of the testing and associated terms and conditions.

5. Security Incidents

5.1. If AT&T discovers that a third party has obtained unauthorized access to Customer's data during a security breach of AT&T's network and/or data storage facilities, AT&T will promptly conduct an investigation to determine when, and if possible, how the breach occurred, and will notify the Customer of such breach. AT&T will reasonably assist Customer in investigating and assessing the extent and nature of the breach and will reasonably inform Customer of the progress of AT&T's investigation and its remediation and prevention efforts. Similarly, if Customer becomes aware of any security breach that affects the Services, Customer will promptly notify AT&T of such breach and will reasonably inform AT&T of the progress of and resolution of Customer's investigation. Customer and AT&T will each provide to the other contact information for such notifications and reporting.

5.2. It shall be a material breach of the Pricing Schedule of the affected Service or Service Component if a third party gains unauthorized access to Customer's data as a result of AT&T's failure to adhere to its security standards set forth in Section 2 (AT&T Information and Network Security Customer Reference Guide/AT&T Security Program).

6. Customer's General Security Responsibilities

6.1. Customer is responsible for establishing and implementing policies and procedures to safeguard its data and sensitive information against unauthorized access or use. Customer may have additional security responsibilities, depending on the nature of the AT&T Services used by Customer. With respect to use of AT&T Services, these responsibilities include the following, without limitation:

- (a) Selecting and implementing appropriate security measures (which may include encryption) based on the nature of the Services Customer uses and the type of information Customer transmits or stores via the Services.
- (b) Selecting and using appropriate AT&T Services, security features and options, based on Customer's specific business practices, security requirements and the type of information Customer transmits or stores via the Services.
- (c) Developing and maintaining appropriate management and security procedures, such as physical and logical access controls and processes (e.g., application logon security, including unique user identifications and passwords/pins/tokens complying with prudent security policies) on any Customer-provisioned or managed networked devices and systems.
- (d) Protecting and providing physical security of devices and systems on Customer's premises, including preventing unauthorized sensors, sniffers and eavesdropping devices from being installed on devices and systems located on Customer's premises.
- (e) Ensuring no security testing or scanning is initiated by Customer or its employees, agents or contractors on: (i) AT&T's network; or (ii) application components outside the responsibility and ownership of Customer, except pursuant to the terms of a separate written agreement with AT&T.
- (f) Promptly notifying AT&T of any actual or suspected security incidents or vulnerabilities Customer discovers relating to the Services.

7. AT&T Security Products and Services

AT&T offers managed security products and services designed to assess and protect network infrastructure. Information about managed security products and services is available from Customer's account team. From time to time AT&T may offer some customized services. Execution of this Addendum by AT&T is not intended to imply, and will not be interpreted as implying, that any managed security service products or services, or any security-related service options offered by AT&T for a fee, will be provided to Customer free of charge.

8. Unauthorized Access to Customer Data. AT&T shall indemnify, defend and hold the Customer and its employees, agents, representatives, attorneys and assigns (collectively, "Indemnified parties") harmless from and against any and all claims of third parties arising from a third party gaining unauthorized access to Customer data to the extent that such unauthorized access was directly caused by AT&T's failure to comply with Section 2 (AT&T Information and Network Security Customer Reference Guide/AT&T Security Program) of this Data Security Addendum, and shall pay all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified parties as a direct result of such third party claims.

EXHIBIT I

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input checked="" type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1718-16625	Date: 8/9/2017
Total Bid or Proposal Amount: \$35,000,000.00	Contract Title: Cook County Voice and Data Services
Contractor: AT&T Corp	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Keneese McNamer	Authorized Contact for Subcontractor/Supplier/ Subconsultant: N/A
Email Address (Contractor): km1312@att.com	Email Address (Subcontractor): N/A
Company AT&T Corp. (Contractor):	Company Address (Subcontractor): 225 W. Randolph
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor) 312-307-7045	Telephone and Fax (Subcontractor) N/A
Estimated Start and Completion Dates (Contractor) October/2017	Estimated Start and Completion Dates (Subcontractor) N/A

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
N/A	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor: AT&T Cop

Name _____
 Title Keneese McNamer
 Prime Contractor Signature *Keneese McNamer* Date 8/9/2017

EXHIBIT J

ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT FORMS

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS N/A

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name
N/A

Address

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: No:

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: No: AT&T Corp. is a national company which operates throughout the U.S. and has employees throughout the U.S. to support business operations

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): Please see attached list of real estate holdings throughout Cook County.

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

AT&T Corp. certifies to the foregoing to the best of its knowledge.

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

4. Real Estate Ownership Disclosure List

State	County	Parcel Number	Assessor	Address 1	Parcel Type	Company (Prop Tax)
Illinois	Cook County, IL	04-28-200-044-0000	IL-Cook	1900 PICKWICK AVE	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	08-07-403-020-0000	IL-Cook	3820 GOLF ROAD	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	15-09-207-038-0000	IL-Cook	2717 ST. CHARLES ROAD	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	17-16-103-001-0000	IL-Cook	9 S CLINTON ST	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	17-16-103-016-1001	IL-Cook	10 S CANAL 3DA CONDO	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	17-16-244-045-0000	IL-Cook	85 W CONGRESS	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	20-16-204-069-0000	IL-Cook	5621 S WENWORTH AVE	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	20-28-407-004-0000	IL-Cook	7627 S STEWART AVE	Real Estate	AT&T NETWORK
Illinois	Cook County, IL	20-28-407-023-0000	IL-Cook	7601 S STEWART AVE	Real Estate	AT&T NETWORK

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name AT&T Corp.

D/B/A: _____ FEIN NO.: 13-4924710

Street Address: One AT&T Way

City: Bedminster State: NJ Zip Code: 07921-0752

Phone No.: 312-364-2982 Fax Number: _____ Email: _____

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 00157881

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
AT&T Inc.	208 S. Akard Street Dallas, TX 75202	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please see the attached listing of the officers of AT&T Corp.			N/A

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Note: Each officer shall hold office until a successor is elected and qualified or until such officer's earlier resignation or removal.

F. Thaddeus Arroyo	President and Chief Executive Officer
Kay Kapoor	President - Global Public Sector
Xavier D. Williams	President - Business Solutions Operations
Anne Chow	President - National Business
Frank Jules	President - Global Business
Lawrence J. Ruzicka	Senior Vice President - Tax
Stephen A. McGaw	Chief Marketing Officer - Business Solutions
Veronica Bloodworth	Senior Vice President - Construction and Engineering
Gerry R. Chicoine	Senior Vice President - Audit Services
Michael P. Coffey	Senior Vice President - Global Delivery and Assurance
Daniel J. Fete	Senior Vice President - Corporate Development
Juan Flores	Senior Vice President - Technology Management and Operations
Thomas Harvey	Senior Vice President - Enhanced Client Services
Steven J. Hodges	Senior Vice President - Business Customer Experience and Strategy
Richard Hubbard	Senior Vice President - Networking Product Management
William C. Huber	Senior Vice President - Technical Field Services
Abhi Ingle	Senior Vice President - Distribution and Channel Marketing
Mo Katibeh	Senior Vice President - Advanced Solutions
Timothy P. Leahy	Senior Vice President and General Counsel
Gary M. Ludgood	Senior Vice President - Internet and Entertainment Field Services
Scott Mair	Senior Vice President - Technology Planning and Engineering
Brooks McCorcle	Senior Vice President - AT&T Partner Solutions
Roman Pacewicz	Senior Vice President
Alex Parker	Senior Vice President - Global Solutions and Sales Operations
Christopher Sambar	Senior Vice President - AT&T FirstNet
J. Mark Schleyer	Senior Vice President - Corporate Real Estate
Stephen Stine	Senior Vice President - Automation
Christopher Penrose	Senior Vice President - Internet of Things (IoT) Solutions
Michael J Troiano	Vice President - IoT Solutions-Product Management
Daniel T. Walsh	Senior Vice President and Managing Director - Global Business - Energy Solutions
Thomas R. Archer	Vice President - Fiber Solutions
Jim Bugel	Vice President - FirstNet State Plans and Acquisitions
Dave Cundiff	Vice President - Program Office/M&P
Richard G. Dennis	Vice President and Assistant Secretary
Alicia Dietsch	Vice President - Small and Medium Business Channel Marketing
Matt Hickey	Vice President - Sales Operations
John R. Klebonis	Vice President - Public Sector Customer Service
Ken Lear	Vice President - Design and Construction
Kevin Leonard	Vice President - Alternate Channels
Russ McFadden	Vice President - Portfolio Management and Transactions
Steven Dale McHenry	Vice President - IP Transition
Marc Melloy	Vice President - Global Business and Partner Solutions Channel Marketing
Brian Paperny	Vice President - Tax

Jason C. Porter	Vice President - Security Solutions
Randall Porter	Vice President - AT&T Partner Solutions
Anthony Robbins	Vice President - Global Public Sector - Defense
Adrienne Scott	Vice President - Wholesale Strategy and Business Development
Jill A. Singer	Vice President - Global Public Sector - National Security
Robert Sloan	Vice President - AT&T FirstNet Chief Operating Officer
Chris Smith	Vice President - Global Public Sector - Technology
Eric Weinbrom	Vice President - Finance
Julianne K. Galloway	Chief Financial Officer and Treasurer
Wayne A. Wirtz	Secretary
Michael Kay	Assistant Vice President - Tax
Sherri L. Bazan	Assistant Treasurer
Jennifer De La Torre	Assistant Treasurer
James F. Dionne	Assistant Vice President - Accounting
Don Harris	Assistant Secretary - EH&S
Barbara Monte	Assistant Secretary - Regulatory Accounting
Stacy W. Roth	Assistant Treasurer
Steven Shashack	Assistant Vice President - Tax
Marc Kron	Director Global Trade Policies and Empowered Official
Jason Bunch	Executive Director - Payroll
Rich Kurth	Executive Director - Customer Contracts
Sandy Markiewicz	Executive Director - Customer Contracts
Deborah R. Bierbaum	Assistant Secretary
Michael R. Dacey	Assistant Secretary
David M. Eppsteiner	Assistant Secretary
Gary E. Johnson	Assistant Vice President - Tax
Lawrence J. Lafaro	Assistant Secretary
Elaine Lou	Assistant Treasurer
Delores McCarty	Assistant Secretary
Robert J. Murphy, Jr.	Assistant Secretary
Jeanette Napp	Assistant Secretary
Joelle J Phillips	Assistant Secretary
Richard A. Rocchini	Assistant Secretary
Marilyn S. Spracker	Assistant Secretary
James Talbot	Assistant Secretary
Richard G. Vartain	Assistant Secretary
Christopher Vrana	Assistant Secretary
Brad Walter	Assistant Secretary
Paul M. Wilson	Assistant Secretary
Teresa G. Blizzard	Director - Tax
Terry Britt	Director - Tax
Jeffrey Chambers	Director - Tax
Karen Diorio	Director - Tax
Linda A. Fisher	Director - Tax
Judith L. Lagarde	Director - Tax
Fletcher Ricks	Director - Interconnection Agreements
Deirdre Scott	Director - Tax
Vivian Swierc	Director - Payroll
	Director - Tax

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Denise M. Cuffie

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

denise.cuffie@att.com

E-mail address

Sales Performance Reporting Manager

Title

August 9, 2017

Date

410.564.0942

Phone Number

My commission expires:

3/26/2018

Subscribed to and sworn before me
this 9th day of August, 2017

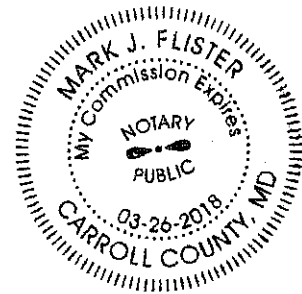
X

[Handwritten Signature]

Notary Public Signature

MARK J. FLISTER

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: AT&T Corp

Address of Person Doing Business with the County: 225 W. Randolph St. Chicago, IL 60606

Phone number of Person Doing Business with the County: 312-364-2982

Email address of Person Doing Business with the County: km1312@att.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Denise M. Cuffie Sales Performance Reporting Manager 410.564.0942 denise.cuffie@att.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1718-16625

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 35,000,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Doug Coupland, Director, 312-603-1498 and William Campbell-Bezal, William.Campbell-Bezal@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Doug Coupland, Director 312-603-1498

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

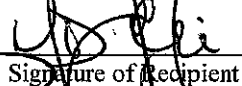
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



 Signature of Recipient

August 9, 2017

 Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1718-16625

County Using Agency (requesting Procurement): Bureau of Technology (BOT)

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): AT&T Corp.

Substantial Owner Complete Name: AT&T Inc.

FEIN# 13-4924710

Date of Birth: N/A

E-mail address: N/A

Street Address: One AT&T Way

City: Bedminster

State: NJ

Zip: 07921

Home Phone: () N/A - _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

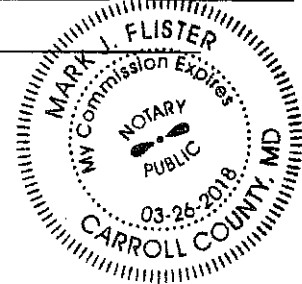
Signature: *[Handwritten Signature]* Date: August 9, 2017

Name of Person signing (Print): Denise M. Cuffie Title: Sales Performance Reporting Manager

Subscribed and sworn to before me this 9th day of August, 2017

X *[Handwritten Signature]*
Notary Public Signature

MARK J. FLISTER
Notary Seal



Note: The above information is subject to verification prior to the award of the Contract.

AT&T SOA Delegation of Authority Authorization Form

3/28/2017
Effective Date

3/28/2018
Expiration Date

In accordance with the Schedule of Authorizations for Affiliates of AT&T Inc., authority is delegated to the following employee:

Glenn C. Girard, Sr. Customer Contracts
Employee (Delegate) Name and Title
Glenn C. Girard
Delegate Signature

2
Manager Level
3/28/2017
Date

GG8986
ATTUID

Reason for delegation and/or indication of specific delegated transaction or limitations:
(check one of the boxes below)

Surrogate Delegation Of Authority

Used by a manager who will be out of the office for a specific time to designate another manager in the work group to authorize on their behalf. For set up in CAPS, do not use this form, refer to directions in Section 15 of the CAPS Payment Request Guide.

For Special Delegation Of Authority Only

Used when assigning specific authority to a Manager for a period of time no longer than a year.

Reason: Applicable only to the presignature or countersignature of reviewed and approved AT&T customer contracts per Company approved methods and procedures; may be revoked at any time.

Delegated by:

Nancy B. Fischette, Director Sales Operations
Employee (Delegator) Name and Title
Nancy B. Fischette
Delegator Signature

3
Manager Level
28 March 2017
Date

NF4619
ATTUID

Check box and complete when applicable (see SOA Sch.1-1 #22)

Prior to my approving this Delegation and signing this form, I reviewed this Delegation with

Enter name on Enter date (and, if applicable, with the Chairman on Enter date).

Set-up in: CAPS

Home Solutions ERP-EPIC (SAP) and New Horizons (Oracle), Mobility Oracle and JDA

- ➡ The delegator shall retain the original and the delegate shall retain a copy of the original approved delegation form for one year after the delegation period has expired.
- ➡ A copy of this Delegation Of Authority should be attached to any ATT01105 Forms that are sent to Accounts Payable (AP) for processing.
- ➡ If this Delegation Of Authority requires set-up for processing in SCM Oracle Requisitions or CAPS, email a scanned copy to the Outlook Mailbox: ATT SOA. A confirmation will be sent once set-up is complete.



AT&T Southeast
675 W. Peachtree St. NE
Suite 4300
Atlanta, GA 30375-0001

SECRETARY'S CERTIFICATE

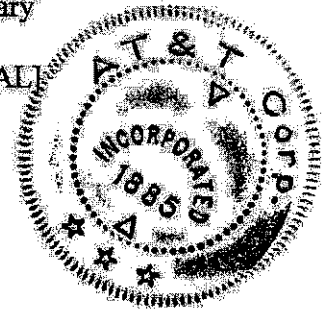
The undersigned, Delores McCarty, Assistant Secretary, AT&T Corp. (the "Company"), a corporation duly organized and validly existing under the laws of the State of New York does hereby certify:

1. That she is a duly elected, qualified and acting Assistant Secretary of the Company.
2. That Glenn C. Girard, Sr. Customer Contracts, has the authority to sign on behalf of the Company the attached EDS Execution Page for Contract #171B-16625 for Cook County.
3. That she is one of the fully authorized and proper officers of the Company to make certificates in its behalf and that she has caused this Certificate to be executed and the seal of the Company to be hereunto appended as of the 11th day of September, 2017.

AT&T CORP.

Delores McCarty
Delores McCarty, Assistant Secretary

[CORPORATE SEAL]



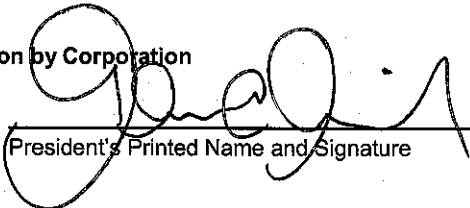
SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Corporation's Name **GLENN C. GIRARD**
SC CUSTOMER CONTRACTS
Telephone **AT&T SERVICES, INC**



President's Printed Name and Signature

Secretary Signature

Email
9-7-2017

Date

Execution by LLC

LLC Name

Date

*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

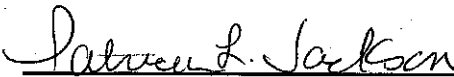
Printed Name and Signature

Telephone

Date

Email

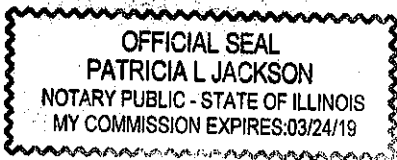
Subscribed and sworn to before me this
7th day of September, 2017.



Notary Public Signature

My commission expires:
3/24/19

Notary Seal



SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

John G. Hill

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 30 DAY OF October, 2017

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1718-16625

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ \$35,000,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

[Signature]

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

OCT 11 2017

Date

COM _____