

**RESOLUTION NO. 2010-77**

**RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE  
AUTHORIZING A 3-YEAR AGREEMENT WITH AT&T TO PROVIDE ISDN PRIME (PRI)  
SERVICE WITH DS1 SERVICE AT THE IVES GROVE COMPLEX**

To the Honorable Members of the Racine County Board of Supervisors:

**BE IT RESOLVED** by the Racine County Board of Supervisors that a three year agreement with AT&T to provide ISDN Prime (PRI) service with DS1 Service at the Ives Grove Office Complex is authorized and approved.

**BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that said contract that is attached hereto as "Exhibit "A" and shall provide services as set out in the contract that will be on file at the Racine County Clerk's office.

**BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that said contract shall incorporate such terms and conditions as the Corporation Counsel and the Information Systems Director deem necessary and appropriate.

**BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading \_\_\_\_\_

**FINANCE AND HUMAN RESOURCES  
COMMITTEE**

2nd Reading \_\_\_\_\_

BOARD ACTION

\_\_\_\_\_  
Robert N. Miller, Chairman

Adopted \_\_\_\_\_

For \_\_\_\_\_

Against \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Mark M. Gleason, Vice-Chairman

VOTE REQUIRED: Majority

\_\_\_\_\_  
Thomas Pringle, Secretary

Prepared by:  
Corporation Counsel

\_\_\_\_\_  
Joseph F. Bellante, Jr.

\_\_\_\_\_  
Q. A. Shakoor, II

3  
4  
5 \_\_\_\_\_  
6 Van H. Wanggaard

7  
8 \_\_\_\_\_  
9 John A. Wisch

10 The foregoing legislation adopted by the County Board of Supervisors of  
11 Racine County, Wisconsin, is hereby:

12 Approved: \_\_\_\_\_

13 Vetoed: \_\_\_\_\_

14  
15 Date: \_\_\_\_\_,

16  
17 \_\_\_\_\_  
18 William L. McReynolds, County Executive

19  
20  
21  
22 **INFORMATION ONLY**

23  
24  
25 **WHEREAS**, using the Service Agreement for Racine County to put under contract  
26 an individual ISDN Prime at the Ives Grove Office Complex; and

27  
28 **WHEREAS**, with the agreement that started on the date of signing for 36 months;  
29 and

30  
31 **WHEREAS**, the agreement will provide discount from our current rate and credit for  
32 the difference between the two rates from the installation date of this ISDN Prime; and

33  
34 **WHEREAS**, the discount will provide needed savings within the County's budgets  
35 and at the same time reduce tax levy dollars spent to provide these services.  
36  
37



**AT&T ILEC ISDN Prime (ISDN PRI) Service with DS1 Service  
Service Agreement Provided Pursuant to Custom Terms  
Illinois, Indiana, Michigan, Ohio, Wisconsin**

**Customer ("Customer")**

**AT&T ("AT&T")**

RACINE COUNTY 14200 WASHINGTON AV STURTEVANT, WI 53177 USA	For purposes of this Service Agreement, AT&T means the Service Provider specifically identified herein.
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input checked="" type="checkbox"/> <b>Primary Sales Contact</b>
Name: TERRY DEBRABANDER Title: DIR IS Telephone: 2626363833 Fax: E-mail: Terry.DeBrabander@goRacine.org <u>Address for notices, if different from above:</u> Street Address City State Zip Code USA	Account Rep Name: ROBERT GAGLIANO Title: ACCOUNT MANAGER GEM Telephone: 2625747286 Fax: 8663323094 Email: rg2452@att.com Street Address: N17 W24300 RIVERWOOD DRIVE FL 1 City: WAUKESHA State: WI Zip Code: 53188 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
<b>AT&amp;T Authorized Agent or Representative Information (if applicable)</b> <input type="checkbox"/> <b>Primary Sales Contact</b>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase AT&T ILEC ISDN PRI Service with DS1 Service in the quantities and according to the prices and terms and conditions set forth in this Service Agreement ("Agreement") and in the applicable Tariffs and/or Guidebooks. In states where the state commission no longer requires a Tariff for this Service, Customer agrees to purchase the Service in the quantities and according to the prices and terms and conditions of this Agreement and AT&T's Business Service Agreement (BSA). If there is a conflict between this document and the Tariff, Guidebook or BSA, this document will take priority. The Parties acknowledge and agree that this Agreement represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Agreement will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. References to "Agreement" refer to this Agreement and any attachment attached hereto, and incorporated by reference herein.

This Agreement is effective on the date this Agreement is last signed, unless a later date is required by law or regulation, ("Effective Date") and shall remain in full force and effect for the Term of the Agreement as identified below.

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By: Printed or Typed Name: TERRY DEBRABANDER	By: Printed or Typed Name:
Title: DIR IS	Title:
Date:	Date:

<b>For AT&amp;T internal use only</b>	
Billing Telephone Number for Existing service, if applicable:	262R418820
SDA Code (required):	Choose One: <input checked="" type="checkbox"/> BIGE22 <input type="checkbox"/> SEU10



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**1. SERVICE**

<b>Service</b>
AT&T ISDN Prime (PRI) Service (with AT&T DS1 Service)

**2. ORDER INFORMATION**

**2.1 Order Type**

<b>ORDER TYPE:</b> (Select only one.)	<input type="checkbox"/> <b>New install(s) at all Customer Service Site(s) only</b> (Select this option if no current AT&T ISDN PRI Service exists at any Customer Service Site listed in this Agreement, or if adding ISDN PRI(s) with its own contract term.) "Site" means Customer's physical location where AT&T installs or provides a Service, subject to section 7.B.1.e.
	<input checked="" type="checkbox"/> <b>Any existing Service at any Customer Service Site, conversion from month-to-month to term agreement</b>
	<input type="checkbox"/> <b>Any existing Service at any Customer Service Site on a term agreement</b> This Agreement supersedes and replaces Customer's existing custom contract for the Service, which has substantially similar language to that contained in this provision and which expires approximately [Enter expiration date of preexisting contract]. No early termination charges shall apply to the existing contract if this Agreement is being executed for the following reason selected below: <b>(For existing Service at any Customer Service Site on a term agreement, select one of the following 2 options.)</b> <input type="checkbox"/> Current custom contract expires within 90 days after execution of this Agreement, and the term for the existing Service is being extended for the Term of this Agreement. <input type="checkbox"/> Customer requests additional Service within the same state as the Service Provider selected below, and, the term for the existing service is being converted to the Term of this Agreement and the following criteria are met: (i) the term remaining for existing service is equal to or less than the Term of this Agreement, (ii) the quantity of Service in this Agreement will be greater than the existing contract, and (iii) each Service Component rate in this Agreement is equal to or greater than each rate for the same service components of the existing Services.

**2.2 Additional Order Information**

<b>Existing Circuit ID(s), if applicable</b>	101 T1ZF STRTWIAMH00
<b>Requested Installation Date(s)*</b>	10/330/2010
<b>Host/Remote or Service Number Portability or Foreign Exchange (FX)</b>	<input type="checkbox"/> Yes# <input checked="" type="checkbox"/> No #If Yes, Central Office CLLI Serving the Circuit Site Address: STRTWI11DS0 #If Yes, DS1 Channel Mileage Terminations and DS1 Channel Mileage (per mile) as listed in section 5 below must apply.

\*Requested installation date(s) for all new Service(s) purchased under this Agreement shall be no later than 90 days after the Effective Date of this Agreement, unless Customer is an E-Rate Applicant for the Services or AT&T causes delay.

**3. SERVICE PROVIDER AND TARIFF OR GUIDEBOOK REFERENCE** (Select one option, only. To purchase Service(s) from more than one Provider/State, complete additional Agreement(s).)

Service Provider (Select only one)	Tariff or Guidebook (Service Publication)	Service Publication Location
<input type="checkbox"/> Illinois Bell Telephone Company d/b/a AT&T Illinois	AT&T Illinois Tariffs, including Tariff No. 19, Part 17, Section 2 and Part 15, Section 3	<a href="http://cpr.bellsouth.com/illinois.htm">http://cpr.bellsouth.com/illinois.htm</a>
<input type="checkbox"/> Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana	AT&T Indiana Guidebook, including Part 17, Section 2 and Part 15, Section 3	<a href="http://cpr.bellsouth.com/guidebook/in/index.html#section1">http://cpr.bellsouth.com/guidebook/in/index.html#section1</a>



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<input type="checkbox"/>	Michigan Bell Telephone Company d/b/a AT&T Michigan	AT&T Michigan Retail Guidebook, including Part 17, Section 2 and Part 15, Section 3	<a href="http://cpr.bellsouth.com/pdf/mu/mu.htm">http://cpr.bellsouth.com/pdf/mu/mu.htm</a>
<input type="checkbox"/>	The Ohio Bell Telephone Company d/b/a AT&T Ohio	AT&T Ohio Guidebook, including Part 17, Section 2 and Part 15, Section 3	<a href="http://cpr.bellsouth.com/guidebook/oh/index.html#section1">http://cpr.bellsouth.com/guidebook/oh/index.html#section1</a>
<input checked="" type="checkbox"/>	Wisconsin Bell, Inc. d/b/a AT&T Wisconsin	AT&T Wisconsin Tariffs, including Tariff No. 20, Part 17, Section 2 and Part 15, Section 3	<a href="http://cpr.bellsouth.com/pdf/wi/wi.htm?bookno=&amp;booktitle=&amp;bookID=&amp;parttitle=&amp;coll=wipdf&amp;qtext=">http://cpr.bellsouth.com/pdf/wi/wi.htm?bookno=&amp;booktitle=&amp;bookID=&amp;parttitle=&amp;coll=wipdf&amp;qtext=</a>

**4. AGREEMENT TERM AND EFFECTIVE DATES**

<b>Agreement Term ("Term")</b>	<b>(Select only one.)</b> <input checked="" type="checkbox"/> For AT&T BIGE22 program Term 36 Months <input type="checkbox"/> For AT&T SEU10 program Term Select
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<b>Effective Date of this Agreement</b>	the date the Agreement is last signed, unless a later date is required by law or regulation.
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<b>Term Start Date and Effective Date of Rates, Discounts and Billing</b>	when only New Service is included in this Agreement: when the first Service is installed and available for use Existing Services are included: on the Effective Date (This applies even when new additional Services are included.)
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**5. SERVICE COMPONENTS, QUANTITIES AND RATES:**

In the event that any extended or total amounts conflict with any per-unit rates in the table below, the per-unit rates shall control.

5.1 Services provided pursuant to terms and conditions of this Agreement, unless otherwise indicated:

Service Component / USOC	Quantity	Unit Monthly Recurring Charge (MRC)	Extended Monthly Recurring Charge (MRC X Quantity)	Non-recurring Charge
ISDN PRI Port / ZPQZD	1	\$288.00	\$288.00	\$0.00
Unlimited Local Usage (Switch Utilization) / UTW	1	\$60.00	\$60.00	\$0.00
DS1 Local Distribution Channels (LDCs) / TZ4X1/2/3 - IN, MI, OH, WI	1	\$112.00	\$112.00	\$0.00
DS1 Channel Mileage <sup>1</sup> (per mile), if applicable / [Select One]	0	\$0.00	\$0.00	\$0.00
DS1 Channel Mileage Termination <sup>1</sup> , (applies only when interoffice mileage is applicable; <sup>2</sup> required per DS1) / [Select One]	0	\$0.00	\$0.00	\$0.00
Calling Name ID / NM1PG	0	\$10.00	\$0.00	\$0.00
DID Numbers, per number <sup>2</sup> / LTG6X	0	\$0.10	\$0.00	\$0.00
<b>Total Charges for ISDN PRI Ports, Unlimited Local Usage, LDCs, Calling Name ID and DID Numbers</b>			\$460.00	\$0.00



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<sup>1</sup> If Yes is selected in section 2.2 above for "Host/Remote or Service Number Portability or Foreign Exchange", then the DS1 Channel Mileage Terminations and DS1 Channel Mileage (per mile) Service Components listed in this Section 5 will apply.

<sup>2</sup> DID Numbers are not subject to termination for convenience charges identified in this Agreement.

Additional optional features are available per Tariff or Guidebook rates, terms and conditions.

**5.2. Subsequent DID Numbers, Calling Name ID and/or Caller ID.**

DID Numbers, Calling Name ID and/or Caller ID Services (for the associated ISDN PRI Service(s)) may be added after the Term Start Date under the terms of this Agreement, but only if the Customer requested installation date is more than 90 days before the end of the Term of this Agreement.

**6. SERVICE LOCATIONS AND CIRCUIT QUANTITY**

In accordance with the terms and conditions of this Agreement and the applicable Tariff or Guidebook, AT&T shall furnish, and Customer shall subscribe to and pay for Service provided to Customer at the following locations in the State of Wisconsin :

	Quantity of Circuits per location	Service Location – Street address	City
Location 1	1	14200 WASHINGTON AV	STURTEVANT
Location 2	0	If Quantity of "0" is shown to the left, Not Applicable	Not Applicable
Location 3	0	If Quantity of "0" is shown to the left, Not Applicable	Not Applicable
Location 4	0	If Quantity of "0" is shown to the left, Not Applicable	Not Applicable
Location 5	0	If Quantity of "0" is shown to the left, Not Applicable	Not Applicable
Location 6	0	If Quantity of "0" is shown to the left, Not Applicable	Not Applicable
Location 7	0	If Quantity of "0" is shown to the left, Not Applicable	Not Applicable
Location 8	0	If Quantity of "0" is shown to the left, Not Applicable	Not Applicable
Location 9	0	If Quantity of "0" is shown to the left, Not Applicable	Not Applicable
Location 10	0	If Quantity of "0" is shown to the left, Not Applicable	Not Applicable

(If additional locations are included, please attach on a separate page and include information requested above.)

**7. ADDITIONAL TERMS AND CONDITIONS:** The terms and conditions set forth in this Agreement are in addition to those contained in the applicable Tariff(s) or Guidebook and BSA.

**A. Definitions**

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

**Tariffs, Guidebooks and AT&T Business Service Agreement (BSA).** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "AT&T Business Service Agreement" and "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. In some states, the "AT&T Guidebook" and "AT&T Business Service Agreement" constitutes the "Guidebook" applicable to the Service(s) and the AT&T Business Service Agreement and AT&T Guidebook shall be treated as a "Guidebook" for purposes of this Agreement. Tariffs, Guidebooks and the BSA can be found at <http://www.att.com/servicepublications> or other locations AT&T may designate.

**B. Description of Service.** The Services described below are available only where provided solely by the AT&T entity identified above and are not jointly provided with any other carrier. Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff, Guidebook, or BSA.



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1. ISDN Prime (ISDN PRI).

- a) AT&T shall provide Service to Customer between the local AT&T Serving Central Office and each circuit location address within AT&T's in-region territory designated in this Agreement. ISDN PRI Service provides a multi-purpose high speed, multiplexed digital interface based on International Telecommunication Union (ITU) ISDN standards. Service uses Primary Rate Interface (PRI) technology. Service is provided where facilities are available from Customer's premises to AT&T's circuit-switched voice and circuit-switched data services via 1.544 Megabits per second (Mbps) central office (CO) termination. The CO termination connects by way of 23 64Kbps "B" channels and one 64Kbps "D" channel. The "D" channel performs out-of-band signaling and controls the "B" channels. The transmission characteristics of this Service support 64Kbps clear channel capability and Extended Superframe Format (ESF).
- b) **Calling Name ID.** (Optional) Allows the name of the calling party to be delivered to the called party.
- c) **Telephone Numbers - Direct Inward Dialing, DID Service - ("DID Numbers").** (Optional) is furnished subject to the availability of telephone numbers. Direct Inward Dialing telephone numbers are normally provided on a consecutive number basis. AT&T retains its rights to the administration and use of telephone numbers as described in the applicable General Exchange Tariff or Guidebook in sections pertaining to general rules and regulations. DID Numbers must be provided on all lines in an exchange access line group arranged for inward service.
- d) If Customer obtains the Service utilizing the Service Portability option, Customer's telephone number is ported to an ISDN capable switch designated by AT&T in order to provide the Service without a telephone number change. Special Assembly/Special Authority charges will be applicable to subsequent porting of the number back to Customer's serving central office.
- e) The Service may not be installed outside AT&T ILEC franchise territory or at a carrier hotel, a collocation cage or any similar location.
- f) **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.

2. **1.544 MBPS High Capacity Digital Service Channels ("DS1 Service" or "Service")** at location(s) designated on page 1 and attachments, if applicable.

C. **Term.** For the Service(s) offered under this Agreement, the Term for all Services: (a) shall begin ("Term Start Date") on the later of: (1) if this Agreement is for "New Install(s)" only as selected above, on the date when the first Service is installed and available for use, or (2) if this Agreement is for "Existing Service at any Customer Service Site" as selected above, the last date on which this Agreement is signed by a party as indicated in the signature block above; or (3) the date of approval of this Agreement by an appropriate regulatory body, if regulatory approval is required for this Agreement for the Service(s); and (b) will continue for the Term as selected by Customer above. No rates or discounts shall be applied prior to the Term Start Date.

For any Service provided under this Agreement, at the end of the Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless otherwise agreed by the parties in writing, during the month-to-month extension period following the expiration of this Agreement, the prices for the Service provided under this Agreement will be the then-current month-to-month rates set forth in the applicable Tariff or Guidebook. Upon the expiration of the Term, no rates or discounts provided under this Agreement will apply to such Service. After expiration of the Term of this Agreement, AT&T may modify rates, terms and conditions applicable to the Service(s) on thirty days' notice.

This Agreement will expire when Service(s) or Service Component(s) are no longer provided under this Agreement.

D. **Pricing.** The prices listed in this Agreement are stabilized until the end of the Term of this Agreement, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. Except as otherwise provided herein, no other discount, promotion, credit or waiver set forth in a Tariff or Guidebook or BSA will apply. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

E. **Billing and Payments.** Customer will pay AT&T the Monthly Charges and Non-recurring Charges set forth herein. Customer's obligation to pay for Services will begin when such Service is provisioned or otherwise available for Customer's



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use under the terms and conditions of this Agreement. AT&T will invoice Customer for the Services on a monthly basis. AT&T may require Customer to tender a deposit if AT&T determines, in its reasonable judgment, that Customer is not creditworthy.

Payment is due within 30 days after the date of the invoice and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees as specified in the applicable Tariff, Guidebook or BSA, at the rate specified therein.

**F. Termination for Convenience.** The following termination provisions are only applicable to Services provided pursuant to this Agreement.

1. If Customer cancels this Agreement prior to the Term Start Date, Customer will reimburse AT&T for time and materials incurred prior to the effective date of cancellation, plus any third-party charges resulting from the cancellation.
2. If Service(s) are terminated, in whole or in part, by Customer for any reason other than default by AT&T or by AT&T for Customer's default, on or after the Term Start Date but before the scheduled expiration of the Term, Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges rate for the terminated Service(s) as set forth in this Agreement, multiplied by the number of months remaining in the term for the applicable Service at the point of termination, and (c) any special construction liabilities. These charges shall become due and immediately payable upon termination.

**G.** This Agreement may be superseded and replaced by a new term agreement for the Service Components then being purchased by Customer under this Agreement and no early termination charges shall apply if this Agreement is terminated under one of the following conditions:

- a) If the effective date of the new term agreement is within 90 days of the expiration of the Term of this Agreement; or,
- b) If Customer requests that under the new term agreement i) additional Service Components be included in addition to the existing Service Components, ii) the term of the new term agreement is equal to or greater than the remaining Term of this Agreement, iii) the quantity of the Service Components provided under the new agreement is greater than that provided under this Agreement, and iv) the rate for each Service Component in the new agreement is equal to or greater than each rate for the same Service Components in this Agreement.

**H. Moves and Changes.** For all moves and changes of any Service provided hereunder, Customer will pay the prevailing Tariff or Guidebook rates and charges.

**I. Service Upgrade.** Customer may upgrade the DS1 Service to a higher speed service provided by the same AT&T Service Provider as designated in this Agreement for the Service being upgraded (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and is installed between same locations as the applicable DS1 Service. Non-recurring charges will apply to the Upgraded Service.

**J. Tariff and Regulations.**

This Agreement may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. If approval by such commission is required and not obtained, then this Agreement will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Service not received.

AT&T will, subject to the availability and operational limitations of systems, facilities, and equipment, provide the Service pursuant to the terms and conditions in the applicable Tariff or Guidebook or BSA.

**K. Publicity and Trademarks.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party. 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.





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L. **Governing Law.** This Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the domestic laws of the State in which the Services are provided.

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

N. **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.

O. **Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the first page of this Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

P. **Confidentiality.** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

Q. **Ohio Terms and Conditions.**

To the extent this Agreement relates to regulated Services provided in Ohio:

1. Inclusion of termination liability in this Agreement does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability is approved or sanctioned. The Customer is free to pursue its legal remedies should a dispute arise.
2. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by AT&T should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
3. In Ohio, Customer is not precluded from disclosing the terms and conditions of this or any Ohio agreement to another entity.
4. To the extent this Agreement relates to Ohio Government customers: Where a fiscal certificate is required by law, Customer shall provide it to AT&T and it shall be attached to and become a part of this Schedule.

R. **Entire Agreement.** This Agreement and the applicable Tariff(s) or Guidebook and BSA constitute the entire agreement between the parties with respect to the Services provided under this Agreement, and supersedes all other agreements, proposals, representations, statements or 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.

End of Document