

AT&T Administrative Use Only Required for implementation: Existing ABN 171 #: 1717995880001 Existing ABN MCN: TD0732

UNIVERSAL EXTENSION AMENDMENT TO AT&T FIBER BROADBAND BUNDLE EXPRESS AGREEMENT

AT&T Contract ID# of pre-existing AT&T Fiber Broadband Bundle Express Agreement (required): FBB FBB68404-F124431

| Customer | AT&T | |
|---------------|------------|--|
| CITY OF DORAL | AT&T Corp. | |

This amendment ("Amendment") modifies the above-referenced AT&T Fiber Broadband Bundle Express Agreement (including any amendments) and is effective on the date on which the last party signs this Amendment ("Amendment Effective Date"). This Amendment extends or reestablishes the AT&T Fiber Broadband Bundle Express Agreement Term (herein the "Term Extension"), subject to the terms and conditions below.

Except as expressly stated below, Service will be provided at the prices (including discounts), terms and conditions of the AT&T Fiber Broadband Bundle Express Agreement in effect on the last day of the initial Term.

Customer agrees not to seek E-rate funding for the Service.

1. SERVICE

| Service | Service Publication Location | |
|-------------------------------------|---|--|
| AT&T Fiber Broadband Bundle Express | http://serviceguidenew.att.com/sg_flashPlayerPage/ABN | |
| ATAT Fiber Broadband Bundle Express | (See AT&T Fiber Broadband (FBB)) | |

2. AGREEMENT TERM EXTENSION

| Term Extension | 36 months | | 36 months | |
|---------------------------|--|--|-----------|--|
| Term Extension Start Date | Upon expiration of the existing AT&T Fiber Broadband Bundle Express Agreement Term; or If the AT&T Fiber Broadband Bundle Express Agreement Term has expired, upon implementation of this Amendment in AT&T's billing system. | | | |

3. WAIVERS AND CREDITS

Waivers apply; credits of any kind do not apply.

4. MINIMUM PAYMENT PERIOD

| Service Components | Percent of Monthly Recurring Charges Due Upon Termination Prior to Completion of Minimum Payment Period | Minimum Payment Period per Service Component |
|------------------------|---|---|
| All Service Components | 50% | 12 months or until the end of the Term Extension, whichever is later |

5. NOTICE OF WITHDRAWAL

| Service and Service Component Withdrawals during Term Extension | |
|---|----------|
| 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 |

| Customer (by its authorized representative) | AT&T (by its authorized representative) | |
|---|---|------|
| By: A Sleve | By: Veronza anoe | |
| Printed or Typed Name: | Printed or Typed Name: Veronica Danao | |
| Title: CH MANSON | Title: Contract Specialist CGI | |
| Date: 24 2019. | |)91v |

| Non-MA | AT&T and Customer Confidential Information | FBBx UE v1 |
|-------------------|--|------------|
| no_pcs_processing | Page 1 of 1 | March 2019 |



Sales Contact Information TRAORE: PATRICK 8779277004 pt374t@us.att.com

eSign Fax Cover Sheet

Contract Id: 4685761

To:

AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 6

(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To:

esign@att.com

To sign via fax:

- 1. Sign, Title and Date the document where applicable,
- 2. Fax back documents in the following order:
 - eSign Fax Cover Sheet for Contract Id: 4685761
 - All Pages stamped with Contract Id: 4685761
- 3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.1 and 2.11.

(see Picture below)





Request Id: 1168029 Contract ld: 4685761



| For AT&T Administrative Use Only 171 Account # Contract ID#: FBB68404-F124431 | Master Customer # Doc Viewer ID | attuid: pt374t |
|---|--|---------------------------------------|
| Company Name ("Customer") | AT&T – Contact For Notices | AT&T Sales Contact - Primary Contact |
| Legal Name: City of Doral | AT&T Corp | Name: PATRICK TRAORE |
| Street Address: 8401 NW 53RD TER | One AT&T Way | Street Address: 675 W PEACHTREE ST NW |
| City: MIAMI, State: FL Zip: 33166 | MAMI. State: FL Zip: 33166 Bedminster, NJ 07921-0752 | |
| Tel # 3055936725 | ATTN: Master Agreement Support Team: mast@att.com | Tel # 8779277004 |

1. SERVICES

| Service | | Service Publications* Location |
|---------|---|---|
| • | AT&T Fiber Broadband Bundle (FBB) Express | http://serviceguidenew.att.com/sg_flashPlayerPage/ABN |
| | AT&T Business in a Box® Service | (See FBB Express) |

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

| Term Start Date/Effective Date of Rates and Discounts | |
|---|---|
| 3 Years | First day of first full billing cycle following implementation of this Agreement in AT&T's billing system |

3. WAIVERS AND CREDITS

| Charges Waived | Minimum Retention Period |
|---|--------------------------|
| Waivers as specified in the Service Guide for FBB Express Service | 12 months |

4. SERVICES COMPONENTS AND RATES (PRICES)

4.1 AT&T Fiber Broadband Bundle Express

| Fiber Broadband Bundle Express | Concurrent Calls (per FBB Express) | Interstate (Inter- and IntraLATA) and Intrastate Toll Calling - Included Minutes (per month) | Option 1 and Option 2 – Sites served by Serving Wire Centers in Zone 1, Zone 1a, Zone 2 & Zone 2a Monthly Service Charge |
|---|--|--|--|
| 10 Mbps | 23 | 6,900 | \$ 587.50 |
| On-Net Calling & Local Off-Net Calling | | | Unlimited |
| US Off-Net Calling Charge in Excess of Included Interstate and Intrastate Toll Calling Minutes (per minute) | | | \$0.0400 |
| International Off-Net Calling Charge (per minute) | | inule) | Rate table for International Off-Net Outbound Calls as specified in the applicable Service Publication |

4.2 AT&T Business in a Box

| Samila Carran and Davis | On-Site Maintenance (24X7X4) Monthly Charges | Life-Cycle Management Charges - Service Charges | | |
|-----------------------------|--|--|---------------------------|--|
| Service Component/Device | Monthly Service Charge | Per Site / Per Occurrence during Standard Business Hours (M - F, 8:00 am- 5:00 pm, local time) | Service Charge List Price | |
| Base Unit 12 Port | \$0.00 | Additional Service | \$260.00 | |
| 8 Port Analog Module Add-On | \$32.00 | Delete Service | \$500.00 | |

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4.3 Minimum Payment Period

| Service Components | Percent of Monthly Service Fees Due Upon Termination | Minimum Payment Period |
|------------------------|--|--------------------------------------|
| | Prior to Completion of Minimum Payment Period | per Service Component |
| All Service Components | 50% | Longer of 12 months or until the end |
| | | of the Pricing Schedule Term |

4.4 <u>Early Termination Charges</u>: If Customer terminates any Service Component prior to the expiration of the Term, in addition to liability for all charges incurred through the disconnect of the Service, Customer is liable for the following: i) any of AT&T's unrecoverable time and materials costs, including any third party charges, incurred prior to the effective date of the termination; plus, ii) any unpaid nonrecurring charges; plus, iii) any unbilled usage charges; plus; iv) an Early Termination Fee equal to 50% of the total monthly recurring charges for the Service or Service Component remaining in the Minimum Payment Period ("Early Termination Fee" or "ETF").

5. FBB Express General Terms and Conditions

- 5.1 AT&T Corp. or its affiliates ("collectively AT&T") will provide Customer the services described in this Agreement ("Services") under the terms of this Agreement, which incorporates-by-reference the terms and conditions set forth under the Service Publication for the Service provided under this Agreement as if originally set forth here. The Service Publications that are incorporated-by-reference are provided at att.com/servicepublications by following the product links, or at the link provided above in the Services section and the AT&T Acceptable Use Policy ("AUP") provided at att.com/aup. AT&T may revise Service Publications at any time. The order of priority of the documents that form this Agreement is: first, these Agreement Terms and the AUP, and then the applicable Service Guides. Customer agrees that it is impractical for AT&T to provide here all the terms and conditions, including rates and charges, which are set forth in the Service Publications, and that AT&T has acted reasonably in providing access to all Service Publications. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with such party.
- 5.2 <u>Services</u>: AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication. Customer agrees on its behalf and on behalf of its Affiliates and Users that at all time their use will comply with the AUP.
- 5.3 Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).
- 5.4 Customer will ensure that the location at which AT&T installs, maintains or provides the Service is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service Component, or suspend performance until Customer removes the hazardous materials.
- 5.5 AT&T Equipment: The Service may include use of certain equipment owned by AT&T and located at Customer's premises ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.
- 5.6 <u>Software</u>: Any software provided to Customer by AT&T will be governed by the written terms and conditions applicable to such software. Subject to such terms and conditions, title to this software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, which take precedence over this Agreement.
- 5.7 <u>Prices</u>: Unless this Agreement states otherwise, the prices listed in this Agreement are stabilized for the Term. Prices during the Term are provided either in the incorporated Service Publication or above. When there is a conflict between this Agreement and the prices, discounts or waivers in the Service Guide, this Agreement controls, as described in Section 5.1 above.
- 5.8 <u>Taxes; Surcharges; Fees</u>. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.
- 5.9 <u>Billing, Payments and Deposits</u>: Payment is due 30 days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored

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payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

- 5.10 Termination and Suspension: This Agreement is for the Term stated above, and at the end of this Term, this Agreement will continue on a month-tomonth basis until one party gives notice to the other party that it intends to terminate the Agreement, provided such notice is given within 30 days. Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition. or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service, and if the activity implicates the entire Agreement. terminate the entire Agreement, immediately upon notice if Customer. (i) commits a fraud upon AT&T; (ii) utilizes 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. Customer may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer, if such breach is not cured within 30 days of notice. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service 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: (a) that 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) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees. If AT&T terminates a Service component under this Section, Customer is liable for the applicable early termination or cancellation charge for that Service Component.
- 5.11 Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing the Service or an individual component of the Service ("Service Component") upon 30 days' notice.
- 5.12 <u>Disclaimer of Warranties and Liability</u>: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS), NOR ANY WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA OR TRANSMISSIONS OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

5.13 Limitation of Liability

5.13.1 AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICE OCCURS AND CONTINUES; NO OTHER LIABILITY WILL ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (II) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

- 5.13.2 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.
- 5.13.3 These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

5.14 Third Party Claims

5.14.1 AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service Component infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

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- 5.14.2 AT&T WILL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON SOFTWARE, EQUIPMENT AND/OR SUPPLEMENTAL SERVICES FURNISHED UNDER THE AGREEMENT.
- 5.14.3 Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)–(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software ficense agreement governing software provided with the Services.
- 5.15 ImportiExport Control: Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.
- 5.16 ARBITRATION: ALL CLAIMS OR DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT) AND ANY JUDGMENT ON ANY AWARD REQUIREMENTS OF THE FEDERAL ARBITRATION ACT) AND ANY JUDGMENT ON ANY AWARD REQUIREMENT OF THE PARTIES WAVE ENTERED AND BUT TO TRIAL BY JURY OR TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS NULL AND VOID.
- 5.17 General Provisions: 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. This Agreement may not be assigned by Customer without the prior written consent of AT&T, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Service Components will be governed by the law and regulations applied by the regulatory commission having jurisdiction over that Service Component. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Service provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of AT&T or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure". Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address below. This Agreement constitutes the entire agreement between the parties concerning the Service and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions, or purchase order forms.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service using a Voice Over IP system may not be available or may be in some way limited by comparison to using traditional wireline telephone service. Such circumstances include, but are not limited to, relocation of the end user's telephone sets or other equipment, 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. The advisories are further provided at http://new.serviceguide.att.com.

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date")

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| Customer (by its authorized representative) | AT&T Corp. (by its authorized representative) |
|---|---|
| By: Whan | By: Ectry Tordan |
| Name: Albert P. Children | Name: Cathy Jordan |
| Tille: Asst. City Manager | Title: Contract Manager |
| Date: 14. 2016 | Date: 27 Jan 2016 cs-qb818c |

Approved as to form and legal sufficiency for the sole use of the City of Doral.

City Attorney

Daniel A. Espina . Weissless

Print Name



AT&T BUSINESS LOCAL CALLING ILEC Confirmation Of Service Order

Provided Pursuant to Standard Service Publication Rates and Terms

| Customer | AT&T |
|--|---|
| City of Doral | The applicable AT&T ILEC Service-Providing Affiliate |
| Street Address: 8401 NW 53rd Ter | |
| City: Doral State/Province: FL | |
| Zip Code: 33166 Country: USA | |
| Customer Contact (for Notices) | AT&T Contact (for Notices) |
| Name: Maria E Garcia | Name: Daphne Dilbert |
| Title: Asset Management Specialist | Street Address: 13450 W SUNRISE BLVD |
| Street Address: 8401 NEW 53rd Terr Ste 100 | City: SUNRISE State/Province: FL |
| City: Doral | Zip Code: 33323 Country: US |
| State/Province: FL | Telephone: 8135040731 Fax: |
| Zip Code: 33166 | Email: DILBERT@ATT.COM |
| Country: US | Sales/Branch Manager: CHRIS PENNINGTON SCVP Name: DINO PERONE |
| Telephone: 305 593 6622 | Sales Strata: PUBLIC SECTOR Sales Region: SE |
| Fax: | With a copy (for Notices) to: |
| Email: MARIA.GARCIA@DORAL-FL.GOV | AT&T Corp. |
| Customer Account Number or Master Account Number: | One AT&T Way |
| 3055944088 001 | Bedminster, NJ 07921-0752 |
| | ATTN: Master Agreement Support Team |
| | Email: mast@att.com |
| AT&T Solution Provider or Representative Information (if applica | ble) |
| Name: Company Name: | |
| Agent Street Address: City: State: Zip Code: | |
| Telephone: Fax: Email: Agent Code | |

Customer agrees to purchase the Service identified below in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE STATE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) which incorporates applicable Service Publications, found at http://www.corp.att.com/agreement/ IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. "Service Publication" means a Tariff, Guidebook or Service Guide. The Service is not assignable or otherwise transferable, nor may it be assumed in any manner, unless otherwise required by law or regulation.

The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication in any way. In the event a Service Publication term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

The applicable AT&T Service Publication(s) for each state are identified in Attachment A.

The Effective Date of this CSO is the date signed by the last party.

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 (by-its authorized representative) | AT&T (by its authorized representative) | |
|---|---|------|
| By: Cleben | By: Adam Wafale | |
| Printed or Typed Name: Also P. Chilches | Printed or Typed Name: Adam Walden | |
| Title: Cu Manhaise | Title: Contract Specialist CGI | |
| Date: Seat 11, 2015 | Date: 23 Sep 2019 ha | 0497 |

| | AT&T and Customer Confidential Information | |
|--------------------------|--|-----------|
| 21_state_blc_20_more_cso | Page 1 of 5 | v06152019 |

AT&T BUSINESS LOCAL CALLING ILEC Confirmation of Service Order

1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION

1.1 Service and Service Provider

| Business Package ("Service") | Service Providing Affiliate(s) and Service Publication(s), as applicable | |
|-------------------------------------|--|--|
| AT&T Business Local Calling ("BLC") | Listed in Attachment A | |

1.2 Service Description - Available Line Option Package(s); Service Components

Identified for the Service in applicable Service Publication(s)

1.3 Eligible Billing Telephone Numbers (BTNs)

| See Attachmen | l B | |
|--------------------|-----|--|
| 000 / 100011111011 | | |

2. TERM and EFFECTIVE DATES

| Term | 36 Months |
|---|--|
| Term Start Date | The next calendar day following initial implementation of Service in the applicable AT&T systems |
| Effective Date of Rates, Discounts and Billing | Per Billing Telephone Number ("BTN"), on the next calendar day immediately following imptementation of applicable Line Option Package in the applicable AT&T systems |
| Rates Following Termination or Expiration of the Term | Applicable Service Publication rates in effect at time of termination or expiration |

3. RATES and INITIAL ORDER

3.1. Line Option Packages - Monthly Rates

Package pricing does not include Additional Service Components as identified in the applicable Service Publication.

| Line Option Packages | State Availability | Prices Per BLC Access Line, Per Month — 12 Month Term | Prices Per BLC Access Line, Per Month – 24 Month Term | Prices Per BLC Access Line, Per Month – 36 Month Term |
|---------------------------|---|---|---|---|
| Unlimited A (Option A) | AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI | \$39.00 | \$38.00 | \$37.00 |
| Unlimited B (Option B) | AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI | \$34.00 | \$33.00 | \$32.00 |

| | AT&T and Customer Confidential Information | |
|--------------------------|--|-----------|
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AT&T BUSINESS LOCAL CALLING ILEC Confirmation of Service Order

3.2. Additional Service Components (Vertical Features) - Monthly Rates and Non-recurring Charges

| Each Additional Service Component – Vertical Feature (as identified in the applicable Service Publication) | Monthly Rate | Installation Non-recurring Charge (NRC) |
|--|--------------|---|
| Per BLC access line | \$3.00 | As per applicable Service Publication |

3.3 Waiver of Non-Recurring Charges (NRCs) During Term

| Waived Charges | Month of Term in which Charge is Waived |
|--|--|
| NRC for establishing a BLC access line | Any |
| NRC for adding or removing Hunting | Any |
| NRC for Additional Service Components | First month, only for Customer's initial order |

3.4 Quantity Commitment and Shortfall Adjustment Charge

Only BLC access lines associated with a BTN listed in Attachment B or a BTN added to the Service by Customer during the Term contribute to the Quantity Commitment for purposes of calculating the Shortfall Adjustment Charge.

| | In any month during the Term, Customer must maintain 80% of the applicable Quantity Commitment(s) (active and not on suspension), or the following Shortfall Adjustment Charge applies: | | |
|----|---|--|--|
| 22 | Shortfall Adjustment Charge = \$10.00 x ([80% x Quantity Commitment] – current number of access lines contributing to that Quantity Commitment) | | |

4. EARLY TERMINATION CHARGE

If Customer terminates the CSO before the expiration of the Term, Customer will pay the Early Termination Charge below, unless Customer concurrently replaces this CSO with an AT&T ILEC business local exchange service agreement with a term equal or greater than the Term under this CSO and a line commitment, as determined by AT&T, equal or greater than Quantity Commitment under this CSO.

| Service Components | State for Customer's Main BTN identified on Attachment B | | Rate for Early Termination Charges |
|--|---|---|---------------------------------------|
| BLC access lines subject to Quantity Commitment | AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI | | \$15.00 |
| Main BTN: 305 594 | Main BTN: 305 594 4088 001 | | nin BTN: (ex: IL) FL |
| (Rate for Early Termination | Early Termination n Charges) x (Quantity Comm | Charge = itment) x (number of months | remaining in Term) |

The Early Termination Charges above may not apply if Customer terminates all or a portion of the Service for purposes of a migration to a qualifying AT&T Business Voice over IP (BVoIP) Service or AT&T Mobility Service as such migration is defined in the Service Publication.

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|--------------------------|--|-----------|
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5. GENERAL PROVISIONS

- Additional BLC access lines under a BLC account may be ordered during the Term.
 BLC access lines subscribed under a Line Option Package may not be placed on Customer-initiated temporary suspension.

Attachments A and B follow

ATTACHMENT A

AT&T ILEC SERVICE PROVIDING AFFILIATES and SERVICE PUBLICATION(S), AS APPLICABLE

| Service Provider(s) | Service Publication(s) (incorporated by reference) | Service Publication Location(s) |
|---------------------|---|---|
| AT&T Alabama | AT&T Alabama Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/al/product_line.htm |
| AT&T Arkansas | AT&T Arkansas Guidebook, including Part 4, Sec. 5 | http://cpr.att.com/guidebook/ar/index.html |
| AT&T California | AT&T California Guidebook, including Part 4, Sec. 5 and Part 8, Sec. 8 | http://cpr.att.com/guidebook/ca/index.html |
| | AT&T California Out of Territory Guidebook, incl. Part 4, Sec. 5 and Part 8, Sec. 8 | http://cpr.att.com/guidebook/cf/index.html |
| AT&T Florida | AT&T Florida Guidebooks, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/fil/product_line.htm |
| AT&T Georgia | AT&T Georgia Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/ga/product_line.htm |
| AT&T Illinois | AT&T Illinois Guidebook, including Part 4, Section 5 | http://cpr.att.com/guidebook/il/index.html |
| AT&T Indiana | AT&T Indiana Guidebook, including Part 4, Sec. 5 | http://cpr.att.com/guidebook/in/index.html |
| AT&T Kansas | AT&T Kansas Guidebook, including Part 4, Section 5 | http://cpr.att.com/pdf/ks/index.html |
| AT&T Kentucky | AT&T Kentucky Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/ky/product_line.htm |
| AT&T Louisiana | AT&T Louisiana Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/la/product_line.htm |
| AT&T Michigan | AT&T Michigan Guidebook, including Part 4, Sec. 5 | http://cpr.att.com/guidebook/mu/index.html |
| AT&T Mississippi | AT&T Mississippi Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/ms/product_line.htm |
| AT&T Missouri | AT&T Missouri Guidebook, including Part 4, Section 5 | http://cpr.att.com/guidebook/mo/index.html |
| AT&T Nevada | AT&T Nevada Guidebook, including Part 2, Sec. 12.19 and Part 8, Sec. 8 | http://cpr.att.com/guidebook/nv/index.html |
| AT&T North Carolina | AT&T North Carolina Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/nc/product_line.htm |
| AT&T Ohio | AT&T Ohio Guidebook, including Part 4, Sec. 5 | http://cpr.att.com/guidebook/oh/index.html |
| AT&T Oklahoma | AT&T Oklahoma Guidebook, including Part 4, Section 5 | http://cpr.att.com/guidebook/ok/index.html |
| AT&T South Carolina | AT&T South Carolina Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/sc/product_line.htm |
| AT&T Tennessee | AT&T Tennessee Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/tn/product_line.htm |
| AT&T Texas | AT&T Texas Guidebook, including Part 4, Section 5 | http://cpr.att.com/guidebook/tx/index.html |
| AT&T Wisconsin | AT&T Wisconsin Guidebook, including Part 4, Sec. 5 | http://cpr.att.com/guidebook/wg/index.html |

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ATTACHMENT B

BILLING TELEPHONE NUMBER (BTN) LIST

(All Lines under each BTN must be subscribed to a Line Option Package.)

| Region (MW, SW, W, SE) | State (ex. FL) | 10-digit BTN |
|---------------------------|-------------------|----------------|
| SE | FL. | 3055911558 001 |
| SE | FL | 3054718131 134 |
| SE | FL | 3054770548 002 |
| SE | FL | 3055944088 001 |
| SE | FL | 3054718131 134 |

| Region (MW, SW, W, SE) | State (ex: FL) | 10-digit BTN |
|---------------------------|-------------------|----------------|
| SE | FL | 3054829593 001 |
| | | |
| | | |
| | | |
| | | |

| If greater than 10 BTNs, list Region / State / BTN in the box below. | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |

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