



The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before **December 31, 2012**

For AT&T Administrative Use Only attuid:
 171 Account # 000 Prmo MT2 _____ Master Customer # _____ Doc Viewer ID: _____
 MA Number: _____ BCID # _N/A _____ CON#: CSM120621122850 CON120621123250

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Sales Contact - Primary Contact
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AGREEMENT TERMS

1. SERVICES and ELIGIBILITY

Services in ABN Express Bundle	Service Publication Location
AT&T Business Network (ABN) Service ("Wireline Services")	http://new.serviceguide.att.com/portals/sgportal.portal?_nfpb=true&_pageLabel=abn_page (see ABN Express Bundle)
<ul style="list-style-type: none"> LD, Local and Intrastate Voice and Data 	
<ul style="list-style-type: none"> AT&T Managed Internet Service 	
<ul style="list-style-type: none"> AT&T Business Voice Over IP (BVoIP) Services <ul style="list-style-type: none"> AT&T IP Flexible Reach AT&T Voice DNA® AT&T IP Toll-Free 	
<ul style="list-style-type: none"> AT&T Business-in-a-Box AT&T Fiber Broadband Bundle (FBB) 	
<ul style="list-style-type: none"> AT&T Fiber Broadband Bundle (FBB) 	See attached AT&T Fiber Broadband Bundle Service Description
Wireless Service	http://www.corp.att.com/abs/serviceguide/ (see AT&T Mobile Services)
<ul style="list-style-type: none"> AT&T Mobility Services 	

To receive full benefits, Customer must maintain at least one Wireline Service and at least one CRU on AT&T Mobile Services during the Agreement Term. Each CRU must have a two, one, or zero-year CRU Term. If Customer fails to comply with these eligibility requirements, or if Customer's or its End Users' accounts are not in good standing, AT&T may immediately discontinue providing the rates and discounts in this Agreement in addition to pursuing any other remedies available under this Agreement.

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Initial Term	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. WIRELINE SERVICES WAIVERS AND CREDITS

Charges Waived	Minimum Retention Period
Waivers as specified in the Service Guide for ABN Service	12 months
Monthly Recurring Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II- Routing Plan Option	N/A
ILEC Primary Interexchange Carrier Change Credit	Month of Agreement Term in which Credit is Applied
\$150.00	6

4. WIRELINE SERVICES COMPONENTS AND RATES (PRICES)

4.1 ABN Domestic and International Dial Station Outbound/Inbound Calling*

Outbound – CPM		Inbound - CPM	
Switched	\$0.0490	Switched	\$0.0490
Loyalty	\$0.0410	Loyalty	\$0.0410
Dedicated – Mobile Termination	\$0.0325	Dedicated	\$0.0325

*Billed in increments of 30 Second Initial Period or Fraction, Each Additional Second or Fraction. Rates displayed are net.



4.2 **International, Intrastate and Local Voice Rates.** Rates are specified in the applicable Service Publication.

4.3 **Primary Rate Interface**

Component	Monthly Charge
Primary Rate Interface per D-Channel	\$104.00

4.4 **AT&T Access Channels**

4.4.1 **T1 Access Channels connected to ABN Voice Services or Managed Internet Services**

T1 Access Channels connected to ABN Voice Services			T1 Access Channels connected to Managed Internet Services		
Mileage	Fixed	Per Mile	Mileage	Fixed	Per Mile
0-5	\$237.80	\$0.00	0-5	\$188.00	\$0.00
6-10	\$305.04	\$0.00	6-10		
11-20	\$410.82	\$0.00	11-20		
21-50	\$612.54	\$0.00	21-50		
51+	\$569.90	\$6.56	51+	Service Guide Schedule B as revised from time to time	

4.4.2 **AT&T T3 Access Channels** – Rates are as specified in Service Guide Rate Schedule B as revised from time to time.

4.5 **AT&T Managed Internet Service**

MIS			MPLS PNT – with Managed Router			Class of Service
Access Method	Speed	w Managed Router and IP Flexible Reach or Voice DNA Monthly Charge Per Port Per Site	Access Method	Speed	Monthly Charge Per Port Per Site	Class of Service Monthly Charge
T-1	1.544 Mbps	\$313.00	Private Line NxT-1	3 Mbps – 12 Mbps	\$630.00	\$97.00*
2xT-1	3 Mbps	\$664.00	Private Line T1	1.544 Mbps	\$291.00	\$97.00
3xT-1	4.5 Mbps	\$808.00	Private Line T3	2 Mbps – 15 Mbps		
4xT-1	6 Mbps	\$895.00				
5xT-1	7.5 Mbps	\$1,368.00				
6xT-1	9 Mbps	\$1,504.00				
7xT-1	10.5 Mbps	\$1,620.00				
8xT-1	12 Mbps	\$1,779.00				

**If Customer installs BVoIP Service, then the Class of Service Monthly Charge is \$0.00.

4.6 AT&T BVoIP Services

AT&T IP Flexible Reach	
Calling Plan C, IP Local and IP Long Distance Bundle	Included - 300 US Off-Net LD minutes per month per Concurrent Call ordered, minimum of 6 Concurrent Calls required per site; maximum of 5 telephone numbers per Concurrent Call
US Off-Net Calling Charge	Per Minute in excess of 300 minutes per Concurrent Call ordered - \$0.0455
International Off-Net Calling Charge	Per Termination, Per Second or Minute - As specified in the ABN Express Service Guide, Rate Table for International Off-Net Outbound Calls
Plan C, Monthly Calling Plan Charge	Per Concurrent Call - \$33.41
AT&T Voice DNA	
Auto Attendant Setup Fee, per Auto Attendant	\$568.18
Feature Package Monthly Charge	Premium - \$39.56, Enhanced - \$36.20, Standard - \$32.85
Monthly Auto Attendant Charge Per Auto Attendant	\$14.21per Concurrent Call, must have a minimum of 4
Audio Conferencing	\$11.36
Call Distribution Module	\$50.91
Voice Demarc/Site Survivability	\$68.18– Monthly Charge / \$100.00 – Non-Recurring Charge
Attendant Console	\$45.45
AT&T IP Toll-Free	
IP Toll-Free Inbound - Interstate	Per Minute - \$0.023
IP Toll-Free Inbound – US from Canada	Per Minute - \$0.055

4.7 AT&T Business in a Box

Service Component/Device	Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges	On-Site Maintenance (24X7X4) Monthly Charges	Life-Cycle Management Charges - Service Charges	
	Monthly Service Charge	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*	\$40.00	\$60.00	Additional Service	\$260.00
Base Unit 24 Port	\$56.00	\$76.00	Delete Service	\$500.00
8 Port POE Add-On	\$24.00	\$28.00		
24 Port POE Add-On	\$60.00	\$68.00		
8 Port Analog Module Add-On*	\$28.00	\$32.00		

* - Limit of one per site.

4.8 AT&T Fiber Broadband Bundle

	Option 1 – Sites served by Serving Wire Centers in Zone 1 & Zone 2 Monthly Service Charge	Option 2 – Sites served by Serving Wire Centers in Zone 1A & Zone 2A Monthly Service Charge
Fiber Broadband Bundle - 10Mbps	\$873.00	\$625.00
Concurrent Calls (per FBB)	23	
On-Net Calling	Unlimited	
Local Off-Net Calling	Unlimited	
Interstate (Inter- and IntraLATA) and Intrastate Toll Calling - Included Minutes (per month)	6900 minutes of Outbound Interstate (Inter- and IntraLATA) and Intrastate Toll United States Off-Net Calling per month	
US Off-Net Calling Charge in Excess of Included Interstate and Intrastate Toll Calling Minutes (per minute)	\$0.0455	
International Off-Net Calling Charge (per minute)	Rate table for International Off-Net Outbound Calls as specified in the AT&T Fiber Broadband Bundle Service Description	

4.9 Early Termination Charges: If Customer terminates the Wireline Services prior to the expiration of the Initial Term, in addition to liability for all charges incurred through the disconnect of all Wireline Services, 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 those Wireline Services without a Minimum Payment

Period, times the number of months remaining in the Initial Term (“Early Termination Fee” or “ETF”) If Customer disconnects a Service Component prior to satisfying the Minimum Payment Period requirement (as specified in the applicable Service Publication), Customer is liable for a Minimum Payment Period charge equal to 50% of the total monthly recurring charges for that Service Component.

5. AT&T MOBILITY SERVICES

5.1 Plans, Sales Information and Discounts: Only Customer and its current W-2 employees and/or individuals who receive a K-1 form from Customer (collectively, “Employees”) are eligible to receive Mobility Services under this Bundle. Employees receive Mobility Services either (a) under Customer’s account (“Corporate Responsibility Users” or “CRUs”), or (b) under individual accounts in accordance with the Sponsorship Program described in the AT&T Mobile Services Service Guide (“Individual Responsibility Users” or “IRUs”; collectively with CRUs, “End Users”).

5.1.1 Plans; Sales Information: The pricing, terms and conditions of the Mobility Services depend upon the Plan, feature, promotion or other offer selected by Customer and/or its End Users. A list of available Plans is provided in the “Plans” section of the AT&T Mobile Services Service Guide. Customer and its End Users must qualify for the chosen Plan, feature, promotion or other Mobility Services offer. If End Users lose their eligibility for a particular Plan, AT&T may change their Plan to one for which they qualify. Customer is subject to the terms and conditions set forth in the Enterprise Customers: Additional Service and Equipment Related Terms found at att.com/abs-addtl-terms; as well as product-specific pricing and/or additional product-specific terms and conditions set forth in (i) separate product briefs and rate brochures, (ii) at att.com/abs-addtl-terms or wireless.att.com/businesscenter (or such other site that AT&T may designate), and/or (iii) in other AT&T marketing materials. Such Enterprise Customers: Additional Service and Equipment Related Terms and other online and printed product materials are referred to collectively in this Agreement as “Sales Information” and incorporated herein by reference.

5.1.1.1 Business Plans: AT&T will, from time to time, provide Mobility Services under certain Plans designated as Business Plans. All Business Plans will be available to Customer and its CRUs, but only select Business Plans (identified as such) will be available to IRUs. If Customer or its CRUs select a Business Plan, Customer will be bound by the rates, terms and conditions in the AT&T Mobile Services Service Guide for such Business Plan. If an IRU selects a Business Plan, the IRU will be bound by the rates, terms and conditions in the Sales Information for such Business Plan. **Rates, terms and conditions for Business Plans are not stabilized.**

5.1.1.2 Other Services: Subject to Section 5.4 below regarding Optional Programs, rates, terms and conditions for all other Mobility Services, **which are not stabilized** (collectively, “Consumer Offers”), are set forth in the Sales Information. Customer will be bound by the rates, terms and conditions in the Sales Information for any Consumer Offer Customer or its CRUs select. An IRU will be bound by the rates, terms and conditions in the Sales Information for any Consumer Offer the IRU selects. Any provisions contained in the Sales Information for a Consumer Offer that, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Agreement for that specified period of time.

5.1.2 Discount; Eligibility: The monthly Service Discount in the table below will apply to AT&T Mobile Services only when Customer has and maintains (i) one or more Wireline Services and (ii) one or more separate End Users receiving AT&T Mobile Services in AT&T Markets under this Agreement, of which at least one is a CRU (the “Discounting Minimum”).

Discounting Tier	Required Number of Wireline Services	Number of End Users (with at least 1 CRU)	AT&T Mobile Services Service Discount
0	1 or more	1 – 4	6%
1	1 or more	5 or more	10%

AT&T will monitor the number of Wireline Services and End Users associated with this Agreement once each month. If Customer meets the Discounting Minimum, AT&T will apply the Service Discount with respect to Customer’s qualified End Users within thirty days from the date of AT&T’s monthly monitoring conditioned upon: (a) it may take up to two billing cycles from the date of AT&T’s monthly monitoring for the Service Discount to appear on qualified End Users’ invoices; and, (b) the Service Discount will not be applied retroactively. To qualify for application of the Service Discount, Customer’s End Users must be active on eligible Plan(s) with a Monthly Service Charge of \$30 or higher (each a “Qualifying Plan”). AT&T will apply the Service Discount only to the Monthly Service Charge of each eligible End User’s Qualifying Plan(s) and not to any other charges of any kind (e.g., charges for any other Plans or features). **AT&T may restrict certain Plans or certain other discount programs from qualifying for the Service Discount, and such restrictions will be set forth in the AT&T Mobile Services Service Guide and/or the Sales Information.**

5.2 Sponsorship Program: Employees may participate in the Sponsorship Program under the provisions in the AT&T Mobile Services Service Guide.

5.3 Regulatory Cost Recovery Charge: In addition to applicable charges, taxes, surcharges, recovery fees, shipping charges and other similar charges described in this Agreement, AT&T may assess and Customer will pay a Regulatory Cost Recovery Charge, which is a monthly charge on each CRU (which may vary depending on the CRU's locale) that is assessed and collected by AT&T to defray AT&T's costs in complying with obligations and charges imposed by state and federal telecom regulations. This fee is not a tax or government required charge. AT&T may change the Regulatory Cost Recovery Charge without notice unless the change would result in the charge exceeding \$1.25 per month per CRU.

5.4 Optional Programs: From time to time, AT&T may offer Optional Programs. The rates, terms and conditions for such Optional Programs, **which are not stabilized**, will be in the "Optional Products, Services, Equipment and Programs" section of the AT&T Mobile Services Service Guide and in any corresponding Sales Information. If Customer receives the benefit of an Optional Program, Customer will be bound by the rates, terms and conditions for such Optional Program.

5.5 Cancellation Fee: For each CRU that is terminated from AT&T Mobile Services more than 30 days after activation but prior to the expiration of the applicable one-year or two-year CRU Term, Customer agrees to pay AT&T with respect to each device identifier or Number assigned to such CRU, in addition to all other amounts owed, a cancellation fee in the amount specified below (each a "Cancellation Fee"). If the CRU Term includes the purchase of certain specified Equipment on or after June 1, 2010, the Cancellation Fee will be \$325 minus \$10 for each full month toward the CRU Term that the CRU completes. (For a complete list of the specified Equipment, check att.com/equipmentETF.) Otherwise, the Cancellation Fee will be \$150 minus \$4 for each full month toward the CRU Term that the CRU completes. Notwithstanding the foregoing, for CRU Terms including Equipment purchased prior to June 1, 2010, the Cancellation Fee will be \$175 minus \$5 for each full month toward the CRU Term that the CRU completes. The Cancellation Fee is not a penalty, but rather a charge to compensate AT&T for Customer's failure to satisfy the CRU Term. For the avoidance of doubt, Customer will not be assessed any Cancellation Fee(s) for CRUs on a zero-year CRU Term. Porting a CRU's Number to a non-AT&T service provider before the end of the applicable CRU Term constitutes a termination subject to this Cancellation Fee. Customer may terminate a CRU's AT&T Mobile Services within the first 30 days after activation without incurring a Cancellation Fee, but equipment restocking or other fees may apply. Customer should refer to AT&T's returns policy at wireless.att.com/cell-phone-service/legal/return-policy.jsp, or such other site as AT&T may designate from time to time, for additional details.

5.6 Additional Provisions Regarding Termination of Mobility Services; Prohibited Uses: In addition to the termination provisions set forth in this Agreement, the termination provisions in the Sales Information apply to Consumer Offers purchased by CRUs and the following termination provision applies with respect to CRUs' use of the Business Plans. Prohibited Uses are set forth in the Business Plan section of the AT&T Mobile Services Service Guide. If a CRU fails to comply with the Offnet Usage restrictions, AT&T may, at its option, terminate the CRU's Mobility Services, deny access to Mobility Services, deny the CRU continued use of other carriers' coverage, or change the CRU's Business Plan (e.g., to one that imposes usage charges for Offnet Usage). AT&T will provide notice that it intends to take any of the above actions, and, unless AT&T has already done so, Customer may terminate the CRU's Mobility Services. In addition, AT&T reserves the right to (i) deny, disconnect, modify an/or terminate Mobility Services, without notice, to any CRU who it believes is using the Mobility Services in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage, and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows.. A failure by AT&T to take action in the event of a violation of the intended purposes and terms and conditions of use of its Wireless Data Service shall not be construed as a waiver of AT&T's right to enforce them. Customer will be assessed any applicable Cancellation Fees as a result of any termination by AT&T or Customer pursuant to this Section.

5.7 Additional Definitions: Capitalized terms used in, but not defined in, this Agreement with regard to the Mobility Services have the meanings set forth in the AT&T Mobile Services Service Guide.

5.7.1 "Mobility Services" means the AT&T Mobile Services, Equipment, Optional Programs and Supplemental Services provided by AT&T under this Agreement. "Mobility Services" has the same meaning as "Services" for purposes of the AT&T Mobile Services Service Guide.

6. ABN Express General Terms and Conditions

6.1 AT&T Corp. or its affiliates ("collectively AT&T") will provide Customer the services and equipment 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 each individual service provided under this Agreement as if originally set forth here. The Service Publications that are incorporated-by-reference are: (i) for Wireline Services, the applicable Tariffs and Service Guides which are provided at att.com/servicepublications by following the product links, or at the link provided above in the Wireline Services section; (ii) the AT&T Acceptable Use Policy ("AUP") provided at att.com/aup; and, (iii) for Mobility Services, the Sales Information for Mobility Services (collectively "Service Publications"). 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; then the applicable Tariffs, and then the applicable Service Guides, except as follows: a) an effective Tariff for a Wireline Service Component will be first in priority when the Wireline Service Component is provided in a jurisdiction where the existing law or regulation does not permit conflicting contract terms to take priority over tariff terms; and, (b) for Mobility Services, the Sales Information will be first in priority to the extent that Customer or a CRU subscribes to a Consumer Offer; (c) the AT&T Mobile Services Service Guide and related Sales Information will be first in priority to the extent that Customer or a CRU subscribes to an Optional Product, and, (d) the AT&T Business Voice over IP (BVoIP) Services

Service Guide Section SD-3.2 "Telephone Numbers", which shall have the same priority as these Agreement Terms and the AUP. 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.

6.2 Services: 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.

6.3 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).

6.4 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.

6.5 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.

6.6 Software: 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.

6.7 Prices: Unless this Agreement states otherwise, the prices listed in this Agreement are stabilized for the Initial Term. Prices during the Initial Term for each Wireline Service Component are provided either in the incorporated Service Publication or above depending on the Wireline Service Component. When there is a conflict between this Agreement and the prices, discounts or waivers in the Wireline Service Component Service Guide, this Agreement controls, or, if a Tariff is in-effect for the Service Component, priority is as described in Section 7.1 above. During any Renewal Term, AT&T will continue to provide the Service under the Agreement Terms that are in-effect on the last day of the prior Initial or Renewal Term, unless stated otherwise in this Agreement.

6.8 Taxes; Surcharges; Fees. 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 specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

6.9 Billing, Payments and Deposits: 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 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.

6.10 Termination and Suspension: This Agreement is for the Initial Term stated above, and at the end of this Initial Term, this Agreement will automatically continue on a month-to-month basis ("Renewal Term") until one party gives notice to the other party that it intends to terminate the Agreement, provided such notice is given within 30 days prior the expiration date of the then in-effect Term. 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.

6.11 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.

6.12 Disclaimer of Warranties and Liability: 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.

6.13 Limitation of Liability

6.13.1 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; PROVIDED AT&T WILL NOT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS OR CREDITS AS A RESULT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE MOBILITY SERVICES THAT LAST LESS THAN TWENTY-FOUR (24) HOURS. 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.

6.13.2 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

6.13.3 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.

6.14 Third Party Claims

6.14.1 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.

6.14.2 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.

6.14.3 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 license agreement governing software provided with the Services.

6.15 Import/Export Control: Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

6.16 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 RENDERED MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION. THE PARTIES WAIVE ANY RIGHT 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.

6.17 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>.

MOBILITY SERVICES – Complete the appropriate section below; "Yes" if you will be ordering Mobility Service under this Agreement during the Term, "No" if you have an existing AT&T Mobility contract that you do not want to replace or if you will not be ordering Mobility Services under this Agreement.			
Yes – Mobility Services	Customer's Initials	No – Does not wish to have Mobility Services	Customer's Initials
Terms and conditions specified below in Section 5 apply.		Terms and conditions specified below in Section 5 do not apply.	

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")

Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Letter of Authorization (“LOA”)

Customer Name: City of Hallandale Beach	Customer Account #: Attached	Customer Full Address & Zip: 400 S Federal Hwy, Hallandale Beach, FL, 33009 Tel # 9544571300	Customer Contact: Ted LaMott Tel. #: 9544571351 eMail tlamott@hallandalebeachfl.gov
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1. I authorize and appoint AT&T as my agent to take the steps necessary to switch providers, including to handle all arrangements with the Local Exchange Company(s) (LEC), to change (or establish) AT&T Long Distance Service, ‘Local Toll’ Service, Local Service and International Service to AT&T. AT&T may, upon Customer’s express authorization in each instance, offer such service for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) specified in the table below, and to issue instructions to and to otherwise deal with the LEC regarding the BTNs.

2. I understand that: a) only one carrier may be designated for Long Distance Service (“out-of-state” in Connecticut) on any individual telephone number; b) only one carrier may be designated for ‘Local Toll’ Service, (and in Connecticut “in-state”) on any individual telephone number; c) only one carrier may be designated for Local Service on any individual telephone number; and, d) only one carrier may be designated for International Service on any individual telephone number.

3. I understand that Customer may be required to pay a one time charge per line to switch providers. If Company later wishes to return to its current service provider, Company may be required to pay a reconnection charge to that company.

4. Customer Authorizes AT&T to Establish or Switch Services Checked to AT&T for the telephone numbers listed in Attachment A to this LOA.	Long Distance	<input checked="" type="checkbox"/> YES
	Local (Intrastate) Toll	<input checked="" type="checkbox"/> YES
	Local Service	<input checked="" type="checkbox"/> YES
	International Service (For Hawaii Only)	<input type="checkbox"/> YES
5. Customer expressly acknowledges that its authorization is applicable to the locations or to the BTNs and WTNs in the United States listed in Attachment A to this Authorization.	AT&T will maintain a record of any such locations, and of the Billed Telephone Numbers (BTNs), and Working Telephone Numbers (WTNs) to which this Authorization applies. If under Customer’s term agreement with AT&T it can add telephone numbers during the course of the term, Customer may add WTNs under this Authorization without the need to modify this LOA or submit a new LOA. (Customer can only select 1 Option for Authorization).	<input checked="" type="checkbox"/> YES

This Authorization revokes any prior such authorization for the services involved here, and may be revoked at any time, and shall continue in force unless and until revoked by the Customer. I understand that by signing this document I am authorizing a change in Customer’s current telecommunication service provider for the telephone numbers listed in Attachment A to this LOA. 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.

Customer: (Full Legal Business Name)	
By: (Signature) <i>(Customer completes)</i>	
Print Name <i>(Customer completes)</i>	
Title <i>(Customer completes)</i>	
DATE	



06/21/2012

**MIS T1 Port Promotional Price
For ABN Express Bundle Agreement**

Thank you for choosing AT&T ABN Express Service. City Of Hallandale Beach is entitled to receive the MIS T1 Port Promotional Price under Customer's ABN Express Bundle Agreement.

Each Eligible Customer Site identified below will receive the following MIS T1 Port Promotional Price instead of the price set out in section 4.5 of the ABN Express Bundle Agreement:

MIS T1 Port Promotional Price		
Access Method	w/o Managed Router Monthly Charge Per Port Per Site	w/ Managed Router Monthly Charge Per Port Per Site
T-1	\$91.00	\$129.00

Eligible Customer Sites			
Street Address	City	State	Zip

Effective upon signature by both parties. No other promotion will apply.

Thank you for your business,

(signature by AT&T rep)

(by its authorized representative)

Date: