



20100716-0318

## AT&amp;T ILEC Intrastate Pricing Schedule

Case Number FL09-4148-07

AT&amp;T MA Reference No. 110834UA

<b>CUSTOMER ("Customer")</b> Board of County Commissioners, Brevard County, Florida Street Address: 2725 Judge Fran Jamieson Way City: Viera State: FL Zip Code: 32940- <b>Billing Address</b> Street Address: 2725 Judge Fran Jamieson Way City: Viera State: FL Zip Code: 32940-	<b>AT&amp;T ("AT&amp;T")</b> For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
<b>CUSTOMER Contact (for Contract Notices)</b> Name: Deborah Sands Title: Director, 911 Telephone: 321-690-6846 Fax: - - Email: deborah.sands@brevardcounty.us Street Address: 2725 Judge Fran Jamieson Way City: Viera State: FL Zip Code: 32940-	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> Name: Silvia Diaz Title: Network Sales Consultant Telephone: 561-568-3975 Fax: - - Email: sd5805@att.com Street Address: 701 Northpoint pkwy suite 400 City: west palm beach State: FL Zip Code: 33407-  With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Authorized Agent or Representative Information (if applicable)</b> Name: Company Name: Agent Street Address: City: State: Zip Code: - Telephone: - - Fax: - - Email: Agent Code:	

Customer agrees to purchase the Service according to the prices and terms and conditions set forth in this Pricing Schedule and in the applicable Service Publication. In jurisdictions that require the Service to be provided pursuant to tariff, the relevant Service Publication is the applicable Tariff, in jurisdictions that do not require the Service to be tariffed and in which AT&T has no tariff for the Service, the relevant Service Publication is the applicable Service Description(s), Price List(s) or Guidebook(s) (for ease of reference, the Service Descriptions, Price Lists and Guidebooks are referred to herein as the "Guidebook"). Tariffs and Guidebooks can be found at [www.att.com/servicepublications](http://www.att.com/servicepublications). Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate(s) identified below as the Service Provider(s).

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: <i>Deborah A. Sands</i>	By: <i>Natasha J. Ball</i>
Printed or Typed Name: <i>Deborah A. Sands</i>	Printed or Typed Name: <b>Natasha J. Ball</b>
Title: <i>911 Coordinator</i>	Title: <b>Customer Contract Specialist</b>
Date: <i>7/13/10</i>	Date: <i>07/19/10</i>

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Reviewed for legal form and content: *Deborah A. Sands*, 7/13/10  
(Assistant) County Attorney



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1. **Scope.** Customer requests and AT&T agrees, subject to the terms and conditions herein, to provide the service described in this Pricing Schedule at the monthly and nonrecurring rates, charges, and conditions as described in this Pricing Schedule ("Service"). The rates, charges, and conditions described in this Pricing Schedule are binding upon AT&T and Customer for the duration of this Pricing Schedule. The Effective Date of this Pricing Schedule is the later of the signature dates above. The Pricing Schedule Term begins ("Term Start Date") (1) if this Pricing Schedule is only for new Service, on the date when the Service is installed and available for use by Customer pursuant to this Pricing Schedule, or (2) if this Pricing Schedule is for existing Service, on the Effective Date of this Pricing Schedule, and the Pricing Schedule terminates automatically at the end of the Pricing Schedule Term based on the number of months selected below.
2. **Additional Services.** AT&T agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Pricing Schedule is subject to and controlled by the provisions of AT&T's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Pricing Schedule conflicts with the terms and conditions of AT&T's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Pricing Schedule may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by AT&T, this Pricing Schedule shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Pricing Schedule prior to the completed installation of the Service, but after the execution of this Pricing Schedule by Customer and AT&T, Customer shall pay all reasonable costs incurred in the implementation of this Pricing Schedule prior to receipt of written notice of cancellation by AT&T. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Pricing Schedule had been completed by AT&T.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Pricing Schedule at any time prior to the expiration of the Service period set forth in this Pricing Schedule, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the AT&T and Customer and set forth in this Pricing Schedule.
7. **Choice of Law.** This Pricing Schedule shall be construed in accordance with the laws of the State of Florida.
8. **Notices.** Except as otherwise provided in this Pricing Schedule, notices required to be given pursuant to this Pricing Schedule shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth above. Either party hereto may change the name and address to whom all notices or other documents required under this Pricing Schedule must be sent at any time by giving written notice to the other party.
9. **Assignment.** Customer may not assign its rights or obligations under this Pricing Schedule without the express written consent of AT&T and only pursuant to the conditions contained in the appropriate tariff.
10. **Severability.** In the event that one or more of the provisions contained in this Pricing Schedule or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Pricing Schedule shall continue in full force and effect.
11. **Merger Clause.** Customer acknowledges that Customer has read and understands this Pricing Schedule and agrees to be bound by its terms and conditions. Customer further agrees that this Pricing Schedule, and any orders, constitute the complete and exclusive statement of the Pricing Schedule between the parties, superseding all proposals,





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representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Pricing Schedule.

12. **Acceptance.** Acceptance of any order by AT&T is subject to AT&T credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, AT&T in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. **Taxes and Fees.** All charges are exclusive of applicable federal, state or local taxes and fees. AT&T may invoice and Customer agrees to pay to AT&T amounts equal to any taxes resulting from this Pricing Schedule or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on AT&T's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. **Risk of Loss or Damage.** All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. **Security Interest.** Customer grants the AT&T a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the AT&T to protect or perfect the AT&T's security interest.
16. **Software License.**
  - a) All software is and will remain the property of AT&T. AT&T, with respect to AT&T developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.
  - b) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with AT&T's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of AT&T or such suppliers.
  - c) In addition to the above, where AT&T's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.
17. **Changes in Customer Orders.** Changes to an order may only be made following agreement of Customer and AT&T to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to AT&T's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.
  - a) **Shipping Expedites.** Unless otherwise agreed to by the parties in writing, AT&T will provide the software and hardware one hundred twenty (120) days from the date that this Pricing Schedule is effective. If requested by the Customer, AT&T will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by AT&T. Notice of those charges will be provided after the required delivery date is determined by the Customer and the AT&T.
  - b) **Delivery Delays.** Customer agrees to reimburse AT&T for all out-of-pocket expenses incurred by AT&T if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the AT&T for ninety (90) days from planned implementation, the AT&T will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
  - c) **Additional equipment.** Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and AT&T. If additional equipment is required, AT&T will provide the equipment after the Customer's completion and AT&T's acceptance of a written change order, which will include any additional charges to Customer.



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- d) Customer acknowledges that it has reviewed the proposed configuration and the storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

### 18. Maintenance.

- a) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at AT&T's option. If on-site manufacturer service is required, it will be provided at AT&T's then current commercial rates.
- b) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. The initial term shall be automatically renewed for successive terms of one (1) year each at AT&T's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.

### 19. Remedies and Damages Limitations.

- a) The following limitations of liability represent a material inducement to the parties to enter into this Pricing Schedule and to perform Orders at the stated price. If additional risks or undertakings were contemplated by AT&T, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.
- b) ANYTHING IN THIS PRICING SCHEDULE OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER AT&T, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR AT&T HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT AT&T'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

- 20. Default by Customer. Upon any default by Customer under this Pricing Schedule, including the refusal to accept conforming equipment or Services, AT&T may exercise all remedies to which AT&T may be entitled at law or in equity, including specific performance. Additionally, AT&T may declare all sums due or to become due hereunder immediately due and payable, and AT&T shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of two percent (2%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. AT&T shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Pricing Schedule for any Order. Upon Customer default, AT&T may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Pricing Schedule. If AT&T elects to continue performing under any Order, AT&T's actions shall not constitute a waiver of any default by Customer.

- 21. Contingencies. AT&T shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of AT&T or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

### 22. Confidentiality.

- a) Except as set forth in this Section, or as otherwise expressly provided in this Pricing Schedule, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the



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Services and (c) this Pricing Schedule, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Pricing Schedule. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Pricing Schedule and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.

- b) The obligations set forth in subsection 22.1 above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Pricing Schedule, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Pricing Schedule and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.

23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without AT&T's prior written authorization, which may be withheld in AT&T's reasonable discretion. AT&T is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and AT&T.
25. **Warranty Period.** Unless expressly provided otherwise in this Pricing Schedule, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. This Pricing Schedule is not binding upon AT&T until executed by an authorized employee, partner, or agent of Customer and AT&T. This Pricing Schedule may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate AT&T organization, and incorporated into AT&T's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and AT&T to this Pricing Schedule.



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**Service Provider:** BellSouth Telecommunications, Inc. d/b/a AT&T Florida

**Offer Expiration:** This offer shall expire on: 9/2/2010.

**Service Interval:** Estimated service interval following acceptance date: Negotiable weeks.

**Service Description ("Service"):** Positron Public Safety Systems Corporation E911 Public Safety Answering Point (PSAP) equipment and software

**Pricing Schedule Term:** This Pricing Schedule provides for a Pricing Schedule Term and Minimum Payment Period of sixty (60) months. The Nonrecurring Charge is a one-time charge for Customer purchase and installation of the PSAP equipment and software. The Monthly Rate is for maintenance of the PSAP.

**Invoicing and Payment Terms:** Invoices for monthly recurring charges will be issued monthly upon Customer's Acceptance of the Services. Invoices for nonrecurring charges will be issued pursuant to the following schedule: contract signing 25%, system turn-up 50%, system acceptance 25%.

The service interval will be negotiated.



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## RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Nonrecurring Charge=Customer Purchase Positron ESINet Integration - per position	\$4,096.40	\$0.00	
2	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MAP 2.00 Software for ESRI Data (Data not included) a) each (Note: Additional Monitors and Dual or Quad Video Card recommended)	\$4,908.00	\$31.00	W115K
3	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MAP Base ESRI Editing Software a) each (Assumes a non-active position or Customer supplied computer will be used for map data editing)	\$2,610.00	\$19.00	W115M
4	Positron Site Survey a) Per site	\$3,053.00	\$0.00	W1173
5	Positron Power 911 Training - Travel Fee a) per occasion	\$1,592.00	\$0.00	W117A
6	Positron Power 911 Training - Living Expenses a) per day	\$255.00	\$0.00	W117B



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7	Positron Power 911 Calltaker Training, per Day, per Calltaker (minimum 4 people)	\$288.00	\$0.00	W117C
8	Positron Power 911 Training - Administrator - 2 days (Configurator Lite; Power MIS; Windows NT) a) per Administrator, each	\$2,623.00	\$0.00	W117G
9	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 19 inch LCD Monitor -Each	\$1,056.00	\$42.00	W117M
10	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron XDC Server Software -Each	\$2,588.00	\$9.00	W117Y
11	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron XDC Client License -Each	\$424.00	\$2.00	W117Z
12	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Monitor, 17 inch LCD -Each	\$897.00	\$36.00	W1105



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13	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 48 Volt Power Module (AC/DC Module), each	\$1,301.00	\$19.00	W11OB
14	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Dual Video Card a) each	\$150.00	\$2.00	W11YP
15	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MAP Administrator Training -Per Day	\$2,025.00	\$0.00	W22CB
16	Positron Power MAP Calltaker Training, per Day, per Calltaker (minimum 4 people)	\$288.00	\$0.00	W22CC
17	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron VIPER Base System OP x 8T x OA a) each	\$100,433.00	\$1,448.00	W22K9
18	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron CAMA Gateway Shelf a) each	\$858.00	\$13.00	W22KB
19	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron CIM Card a) each	\$4,568.00	\$80.00	W22KC



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20	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 24 port switch with QoS a) each	\$1,104.00	\$23.00	W22KK
21	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Backroom Position Access License a) each	\$961.00	\$6.00	W22KL
22	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron VIPER Enabling Kit a) each	\$4,370.00	\$64.00	W22KO
23	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron IWS External Modem -Each	\$220.00	\$4.00	W22Q4
24	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron AIM Module -each	\$1,322.00	\$29.00	W22QB
25	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron AIM Module Spare -each	\$1,322.00	\$29.00	W22QD



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26	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Ground Bar, each	\$12.00	\$1.00
27	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 1U KVM/Monitor, each	\$4,134.00	\$74.00
28	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 8-Port Serial Expansion, each	\$1,275.00	\$23.00
29	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron IWS Type 1 Rack Server	\$8,498.00	\$150.00
30	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power 911 - Base System 16 to 30 Positions, each	\$22,453.00	\$340.00
31	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 146GB Drive for DL380 - Power 911, each	\$641.00	\$12.00
32	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power 911 Additional Position, each	\$14,656.00	\$179.00
33	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power 911 Add-On Recorder for Radio, each	\$513.00	\$10.00



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34	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power Supply (-48VDC)	\$1,372.00	\$25.00
35	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron High Capacity 48 Port Switch, each	\$9,207.00	\$165.00
36	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron ePrinter software, each	\$1,504.00	\$17.00
37	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Pictometry Interface, each	\$1,337.00	\$27.00
38	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 4 Port Serial Expansion, each	\$1,151.00	\$21.00
39	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron IWS External Programmable Keypads, each	\$187.00	\$4.00
40	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron KVM Extension Cables, each	\$67.00	\$2.00



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41	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Color Laser Printer, each	\$1,465.00	\$27.00
42	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Netclock Equipment, each	\$10,349.00	\$185.00
43	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Kaspersky Anti-Virus - Server, each	\$87.00	\$2.00
44	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Kaspersky Anti-Virus - Workstation, each	\$87.00	\$2.00
45	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MAP Enterprise - Remote Client License, each	\$2,136.00	\$25.00
46	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MIS Server Component (16-30 Positions), each	\$20,153.00	\$320.00
47	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 146GB Drive for DL380 - Power MIS, each	\$641.00	\$12.00
48	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MIS Additional Data License, each	\$767.00	\$9.00



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49	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MIS Advanced Reporting, each	\$820.00	\$10.00
50	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Regional MIS Server Component (16-30 positions), each	\$20,153.00	\$296.00
51	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 146GB Drive for DL380 - Regional MIS, each	\$641.00	\$12.00
52	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Regional MIS Additional Data License	\$767.00	\$9.00
53	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 4 Foot IT Cabinet, each	\$6,130.00	\$98.00
54	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron VIPER Media Kit, each	\$0.00	\$0.00
55	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron VIPER ACD	\$2,559.00	\$62.00



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56	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron VIPER Monitor - Base System, each	\$12,544.00	\$163.00
57	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Large Screen Display, each	\$5,825.00	\$104.00
58	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Dual Position Arbitrator, each	\$476.00	\$9.00
59	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 16-Port I/O Control Base System, each	\$1,367.00	\$25.00
60	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron I/O Control - per position	\$214.00	\$4.00
61	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MAP - Enterprise GIS Validation, each	\$6,201.00	\$99.00
62	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MAP Enterprise - Server License, each	\$12,816.00	\$148.00
63	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Central GIS Server, each	\$13,967.00	\$248.00



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## RATES AND CHARGES

64	Positron Power 911 Train the Trainer Training - per day	\$2,600.00	\$ .00
65	Positron Technical Training, per day	\$2,600.00	\$ .00
66	Nonrecurring Charge = Customer Purchase (includes installation) No Maintenance Included Positron 19 inch LCD Monitor -each	\$510.00	\$ .00
67	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Inter-Host SIP Communication Host License -each	\$21,359.00	\$52.00
68	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Workstation Computer -each	\$4,384.00	\$263.00
69	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power 911 Workstation UPS -each	\$1,407.00	\$4.00
70	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron UPS (Uninterruptible Power Supply) -each	\$2,247.00	\$176.00





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## RATES AND CHARGES

71	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Shelf for cabinet for keyboard and monitor -each	\$441.00	\$2.00
72	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron USB Mouse/keyboard kit for backroom	\$50.00	\$8.00
73	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Spares Metal Storage Cabinet -each	\$579.00	\$2.00
74	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Spectracom - Ethernet Time Server -each	\$1,847.00	\$147.00
75	Infrastructure Capitalization Charge - Equipment	\$100,000.00	\$0.00
76	Infrastructure Capitalization Charge - Equipment	\$25.00	\$0.00
77	Infrastructure Capitalization Charge - Professional Services	\$100,000.00	\$0.00



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## RATES AND CHARGES

78	Infrastructure Capitalization Charge - Professional Services	\$25.00	\$ .00
79	Contract Preparation Charge - Non-Regulated	\$423.00	\$ .00



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### RATES AND CHARGES

#### NOTES:

1. The Customer must subscribe to additional elements set forth in this Pricing Schedule within the first twelve (12) months of acceptance of the Pricing Schedule. The addition of elements after the initial twelve (12) month period will require a new Pricing Schedule.

2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.

3. This Pricing Schedule does not cover the following:

- damages caused by disasters such as fire, flood, wind, or earthquake.
- damages caused by unauthorized disconnects or de-powering of the equipment.
- damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
- damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
- damage during shipment other than original shipment to the Customer.
- damage caused by consumables or spilled liquids, impact with other objects.
- damage caused by any other abuse, misuse, mishandling, misapplication.
- damage caused by software viruses, however introduced. This Pricing Schedule does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. AT&T or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the AT&T in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. AT&T will repair or replace equipment that is damaged by lightning strikes only if the Customer provides and maintains proper grounding and bonding of the equipment as specified in the E9-1-1-- PSAP Site Requirements (a document separate from this Pricing Schedule). Where improper grounding is found AT&T will repair or replace the damaged equipment on a time and materials basis at the Customer's expense.

5. Hardware not provided by the AT&T will not be repaired, replaced or maintained by the AT&T even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the AT&T before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.

6. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T Pricing Schedules.

7. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

8. In the event that all or any part of this Pricing Schedule is terminated at the Customer's request prior to the expiration of the Pricing Schedule term, the Customer will be required to pay the applicable termination charge as stated in this Pricing



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Schedule. The Pricing Schedule provisions concerning termination liability shall be inapplicable to any state, county, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

All trademarks or service marks contained herein are the property of the respective owners.

**END OF ARRANGEMENT AGREEMENT OPTION 1**