CUSTOMER ("Customer")	AT&T ("AT&T")
City of Gahanna	SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of its Affiliates
CUSTOMER Address	AT&T Address
Street Address: 200 South Hamilton Rd City: Gahanna State: OH Zip Code: 43230 Billing Address (if different) Street Address: City: State: Zip Code:	☐ 2600 Camino Ramon, San Ramon, CA 94583 ☐ 225 W. Randolph St., Chicago, IL 60606 ☐ One AT&T Plaza, Dallas, TX 75202 ☐ 310 Orange Street, New Haven, CT 06510 ☐ 2180 Lake Blvd., 7th Floor, Atlanta, GA 30319 ☐ One AT&T Way, Bedminster, NJ 07921
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices ⊠ Primary Sales Contact
Name: Kevin Marchese Title: Technology Director Telephone: 614-342-4070 Fax: Email: kevin.marchese@gahanna.gov Address for Notices ☑ Same as Cust. Address above ☐ Same as Billing Address Address for Notices (if different) Street Address: City: State: Zip Code:	Name: Dave Schneider Title: Senior Account Manager Fax: Telephone: 614-223-4115 Email: ds7830@att.com Street Address: 150 E Gay St City: Columbus State: OH Zip Code: 43215 With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if	applicable) 🔲 Primary Sales Contact
Name: Company Name:	
Agent Street Address: City: State: Zip Co	de:
Telephone: Fax: Email: Agent Code	

This Pricing Schedule ("Pricing Schedule") is an attachment to the Agreement between AT&T and Customer referenced above, and is part of such Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique size or configuration of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Affiliate identified below as the Service Provider. References to "Pricing Schedule" refer to this Pricing Schedule and any attachment attached hereto, and incorporated by reference herein.

Service Provider: The Ohio Bell Telephone Company dba AT&T Ohio

Customer (by its authorized representative)	AT&T (by its authorized representative)
Ву:	By:
Typed or Printed Name:	Typed or Printed Name:
Title:	Title:
Date:	Date:



Agreement da	ite last signed	
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GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule.

1. DEFINITIONS

"Cutover" is when the Service is first provisioned or otherwise available for Customer's use at any single Site at the rates provided in this Pricing Schedule.

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

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

Tariffs, Guidebooks, Catalogs and AT&T Business Service Agreement (BSA). "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "AT&T Business Service Agreement", "Guidebooks" and "Catalogs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Catalogs may be found at http://www.att.com/search/tariffs.jsp. In some states, the "AT&T Guidebook" and "AT&T Business Service Agreement" constitutes the "Guidebook" or "Catalog" applicable to the Service(s) and the AT&T Business Service Agreement and AT&T Guidebook shall be treated as a "Guidebook" or "Catalog" for purposes of this Agreement. The AT&T Business Service Agreement and AT&T Guidebook may be found at http://www.att.com/gen/public-affairs?pid=9700.

2. GENERAL DESCRIPTION OF SERVICE TO BE PROVISIONED, INSTALLED AND MAINTAINED.

The Service(s) described below are provided solely by the AT&T entity or entities identified above and are not jointly provided with any other carrier. Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff, Guidebook, or Catalog.

Centrex Service

<u>Centrex Service ("Service")</u> is a local exchange telecommunications service provided by a telecommunications system located in an AT&T local Central Office, which controls the switching of:

- · Calls from the exchange network to the Centrex lines,
- · Calls from the Centrex lines to the exchange network,
- · Intercommunicating calls between Centrex lines.

For purposes of this Pricing Schedule, Centrex Service is defined to mean the basic system features, the basic station features, and the optional features, but specifically excludes any network facilities and usage provided in conjunction with the Service. AT&T will furnish, install and maintain up to Customer's Network Interface all equipment, cabling and materials necessary to provide the Services in accordance with this Pricing Schedule. Customer's Service location(s) are specified in Attachment 2 of this Pricing Schedule.

The features specified in Attachment 3 of this Pricing Schedule are included in the rates and charges specified in Attachment 4 and are available to the Customer at no additional cost. Any optional features are available to the Customer at the then current Tariff rates and charges as set forth in Section 15, Optional Features, below.

3. TERM START DATE; PRICING SCHEDULE TERM: PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM

Pricing Schedule Term and Term Start Date

For the Service(s) offered under this Pricing Schedule, the Term Start Date shall begin on the later of (1) Cutover of the first Service at the first Customer Site or (2) the date of approval of this Pricing Schedule by an appropriate regulatory body, if regulatory approval is required for this Pricing Schedule for the Service(s). For the Service(s) offered under this Pricing Schedule, the term of this Pricing Schedule shall be **thirty-six (36)** months after the Term Start Date ("Pricing Schedule Term"). No rates or discounts shall be applied prior to Term Start Date. Upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Service(s). For the Service(s) provided under this Pricing Schedule, upon expiration of the Pricing Schedule Term, Customer will have the option to either (a) cease using the Service(s) or (b) continue using the Service(s) on a month-to-month basis until the Service(s) is (are) terminated by either party on thirty days' notice. Unless otherwise agreed by the parties in writing, during the month-to-month extension period following the expiration of the Pricing Schedule Term, the prices for the Service(s) provided under this Pricing Schedule will automatically be the then-current month-to-month prices set forth in the applicable Tariff, Guidebook, or Catalog. After expiration of the Pricing Schedule Term, AT&T may modify rates, terms, and conditions applicable to the Service(s) on thirty days' notice. Notwithstanding anything in the Agreement to the contrary, the Service(s) provided hereunder will not be subject to an automatic extension of the Pricing Schedule Term.

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

Agreement date last signe	d
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Effective Date of Rates and Discounts	Term Start Date

4. PRICING

The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff, Guidebook or Catalog. No discount, promotion, credit or waiver set forth in a Tariff, Guidebook or Catalog will apply unless specifically set forth herein and, when set forth herein, such discount, promotion, credit or waiver shall only be applied in the manner set forth in the applicable Tariff, Guidebook, or Catalog. No other discount, promotion, credit, or waiver set forth in a Tariff, Guidebook, or Catalog will apply.

5. TARIFF AND REGULATORY REGULATIONS

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff, Guidebook, or Catalog. If approval is required and not obtained, then this Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Services not received.

6. INSTALLATION AND CUTOVER

If Term Start Date is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure event as defined in the "Force Majeure" provision of the Agreement, AT&T shall have the right to extend the Term Start Date for a reasonable period of time equal to at least the period of such delay and consequences.

All equipment, facilities and lines furnished by AT&T are the sole property of AT&T and are provided upon condition that they will be installed, relocated, removed, changed and maintained exclusively by AT&T as it deems appropriate in its sole discretion.

If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in the Master Agreement, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

7. OHIO TERMS AND CONDITIONS

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

- 7.1 Inclusion of termination liability in this Pricing Schedule does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability is approved or sanctioned. The Customer is free to pursue its legal remedies should a dispute arise.
- 7.2 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
- 7.3 In Ohio, Customer is not precluded from disclosing the terms and conditions of this or any Ohio Pricing Schedule to another entity.

8. MINIMUM COMMITMENT AND RATES

8.1. Total Monthly VTPP Recurring Charge

Total Monthly Recurring Charge	\$352.75
Customer has elected to pay on a monthly basis for Pricing Schedule Te monthly VTPP recurring service charge for Service set forth and describe	* •

Agreement date	last	signed	
•		~	

9. Maintenance. AT&T will maintain, at no additional charge to Customer, all the cable and wire from AT&T's Central Office to the Network Interface.

10. Station Line Commitment.

- A. Customer will, on the date the Services are first provided to Customer, pay for the following:
 - 20 Voice, electronic key, or Integrated Services Digital Network ("ISDN") lines; (the "Initial Lines");
- B. <u>System Minimum</u>. To continue to qualify for the category of Centrex Service pricing provided by this Pricing Schedule, Customer must at all times during the Pricing Schedule Term subscribe to a minimum of <u>7</u> voice, electronic key, ISDN lines or a combination thereof ("System Minimum"). In the event that the number of lines in service is at any time less than the System Minimum, AT&T will bill Customer and Customer will pay for the System Minimum. This obligation shall be continuous throughout the term of this Pricing Schedule whether or not Customer has the System Minimum in service.
- C. <u>Growth</u>. If additional lines are desired at existing or new locations within the same serving Central Office by Customer during the term of this Pricing Schedule, Customer may order and pay for them at the rates specified in Attachment 4. The term "same serving Central Office" means the Central Office out of which AT&T provisions the Service to Customer.
- 11. <u>Additional Services</u>. Customer recognizes that any Additional Services necessary to make the Services function or purchased at Customer's option will be provided under additional terms, conditions and charges determined in accordance with AT&T's Tariffs, or under separate agreement. Customer will thereafter pay to AT&T the charges associated with the Additional Services in effect. The billing of these charges will begin in the month following that in which the Additional Service is installed.
- **12.** <u>Additional Rates and Charges</u>. Customer shall pay the Additional Rates and Charges (Non-Variable Term Payment Plan "Non-VTPP") that are associated with the provision of the Services that are set forth in Attachment 5.
- 13. <u>Station Line Moves, Adds, and Feature Changes</u>. AT&T shall not make any moves, adds, or feature changes of station lines for Customer for a period of thirty (30) days before the Cutover of Services and for seven (7) days after the Cutover. Centrex Mate shall not be used to make moves, adds, and changes during this period.
- 14. <u>Change in Primary Location</u>. A change of the Primary Locations outside of the same serving Central Office area constitutes a termination of this Pricing Schedule and Termination Charges as specified in the Pricing Schedule shall be paid by Customer to AT&T. The Primary Location is that which is specified in Attachment 2 of this Pricing Schedule. Termination charges will not apply to a move of the primary location to a different serving Central Office when Customer subscribes to the same or greater number of station lines at the new location and a new contract for Centrex Service is established for a term length equal to or greater than the term of this Pricing Schedule, but in no event less than thirty-six (36) months.
- 15. Optional Features. Customer shall have the option, at any time during this Pricing Schedule, of adding or removing any feature listed in the Centrex Service Tariff. Customer shall thereafter pay to AT&T the then current service establishment and feature charges in accordance with AT&T's Tariff. The billing for such charges shall begin in the month next following that in which the feature is installed.
- **16.** <u>Fiscal Certificate</u>. Where a fiscal certificate is required by law, Customer shall provide it to AT&T and it shall be attached to and become a part of this Schedule.

Attachments

Attachment 1 – General Definitions is incorporated herein by this reference.

Attachment 2 – Service Locations is incorporated herein by this reference.

Attachment 3 – Standard Centrex Features is incorporated herein by this reference.

Attachment 4 - Rates and Non-recurring Charges is incorporated herein by this reference

Attachment 5 - Additional Rates and Charges is incorporated herein by this reference.

ATTACHMENT 1 GENERAL DEFINITIONS

Additional Services The additional services necessary to make the Services function or those purchased at Customer's

option that are provided under additional terms, conditions and charges determined in accordance with

AT&T's Tariffs or under separate agreement.

Central Office A building controlled, owned or leased and maintained by AT&T intended for and consisting of switching

systems and related equipment used to provide telecommunications services to its customers generally.

Centrex System A Central Office based communications system whose system parameters are defined within the

common block of the Central Office software.

Common Block System parameters, which include, but are not limited to, such items as station range and service

features associated with a Centrex System.

Centrex Mate A service that offers the customer a method to change, add or delete features within their Centrex

Service.

Network Interface The designated point that separates AT&T transmission facilities from the Customer distribution

facilities as defined in AT&T's Tariff.

Primary Location Any one contiguous property location of the Customer may be designated by the Customer as the

Primary Location.

Station Lines or Lines A main station of the Centrex system which has full in-dialing privileges, access to and from the

attendant position, and intra-system dialing privileges.

Tariff The rates or charges, rules, regulations, terms and conditions, and/or classifications applicable to

Services furnished by AT&T on file with the pursuant to the regulations as provided in the Tariff on file with the Public Utilities Commission of Ohio (PUCO) or the FCC or, if the Service is detariffed, the Catalog or

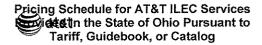
Service Guide.

Variable Term Payment

Plan - VTPP

A plan under which Customer selects a variable term (i.e., 36 months, 60 months) during which the Customer contracts to pay fixed monthly rates for various services, for the term of the service period selected. Non-VTPP refers to Services that have Tariff governed rates and charges which are subject to rate changes regardless of the term of the Pricing Schedule (e.g., Network Access, Telephone

Numbers, Service and Equipment Charges).



Agreement date	e last signed	

ATTACHMENT 2 SERVICE LOCATIONS

The primary Service location is:

200 S. Hamilton Road Gahanna, OH

The additional major Service locations are:

460 Rocky Fork Blvd. 152 Oklahoma Ave. Granville St. 422 McCutcheon Rd. 780 Science Blvd. 1161 N. Hamilton Rd. 819 Havens Corners Rd. 5105 Morse Rd.

ATTACHMENT 3 STANDARD CENTREX FEATURES

Basic Features for All Centrex Service Types (except where noted):

Centrex Mate (ONLY AVAILABLE AT NO EXTRA CHARGE FOR CUSTOMERS SUBSCRIBING TO 7 OR MORE STATION LINES)

Call Diverting (Standard Arrangements)

Call Forward of Call Waiting Calls (not available for ISDN)

Call Forwarding - Busy (w/Internal/External Split)

Call Forwarding - Don't Answer (w/Internal/External Split, Ring Cycles, Call Waiting Interaction, Station Activation, To External Number)

Call Forwarding - Variable

Call Hold

Call Pickup (First in - First out)

Call Transfer (Intra-system) - All (Blind Transfer Recall)

Call Waiting (Terminating only - Incoming Calls) (not available for ISDN)

Cancel Call Waiting

Conference Calling, Three-Way

Consultation Hold

Direct Inward Dialing

Direct Outward Dialing

Distinctive Ringing and Call Waiting Tone

End to End Signaling

Equal Access for Inter LATA Calling

Hunting - Arrangements

Intercom Calling

Executive Busy Override

Executive Busy Override - Exempt

Message Waiting Indicator - Audible

Night Answer (all versions) (not available for ISDN)

Speed Calling - Short

Touch-Tone

Transfer Calls to Restricted Station (not available for ISDN)

Usage Billing by Line Number

Additional Electronic Key and ISDN Features:

Analog Line Pickups (Electronic Key only)

Automatic Dial (w/display)

Automatic Line Preselect

Blind Transfer with Recall Identification (Electronic Key only)

Call Forwarding per Key (w/display)

Call Request

Call Request with queue

Called Number Display

Caller ID (ISDN only)

Caller ID Intercom

Calling Reason Display

Directory Number Hunt with Call Waiting and Preferential Hunt (Electronic Key only)

Display Capability

Executive Busy Override

Executive Busy Override - Exempt

Feature Buttons

Group Intercom (All Calls and Individual Page, and Intercom Key)

Increase Shared Directory Number (DN) Group Size (ISDN only)

Last Number Redial

Leave Message Activation

Listen On Hold

Make Set Busy

Make Set Busy except on Group Intercom (Electronic Key only)

Message Retrieval Display

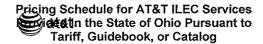
Message Waiting Activation Control

Message Waiting Indication - Visual (single or multiple)

Multiple Appearance Directory Number (MADN)

Ohio Centrex ICB Pricing Schedule 0803 DB3813 1-62F5UO 003.1 RAL# 192008-1,3,4 Page 7 of 10

ICB Pricing Schedule 04/21/08 dsb



Agreement date last signed _____

Single Call Arrangement (SCA)
On Hook Dialing
Pickup Heid Conference Call from Shared Directory Number (DN) Call
Appearance (ISDN only)
Repeat Alert
Ring Again Idle Set
Ringing Options for MADN
Secondary MADN Call Forwarding
Set Inspect (Manual or Automatic)
Shared Directory Number (DN) Bridging with Conference Calls (ISDN only)
Short Hunt
Stop Hunt - Access Code
Terminal Management (ISDN only)
Time and Date Display

Agreement date last signed	
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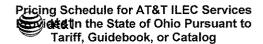
ATTACHMENT 4 RATES AND NON-RECURRING CHARGES ("NRCs")

1. VTPP Items (Contract)

	36 Month	
	Rate	NRC
Service Establishment Charge	\$5.00	\$0.00
Voice Line, Each	\$4.25	\$12.00
Intercom Line, Each	\$11.05	\$0.00

2. NON-VTPP Rates and Charges (As specified on Attachment 5)*

Network Access – Central Office Termination	\$5.35
Network Access, Area C, Each	\$17.95
Secondary Directory Telephone Number, Each	\$0.25



Agreement	date	last	signed	
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ATTACHMENT 5 ADDITIONAL RATES AND CHARGES

Non-VTPP Rates and Charges

<u>Network Access</u> The Centrex station to PBX trunk equivalent schedule is used by AT&T to determine the quantity of non-residence network access lines, PBX Central Office terminations and PBX message usage packages required for each Centrex system. The rates and charges for these items are provided for in the AT&T Tariff, P.U.C.O. NO. 20, Part 4, Section 2.

<u>Telephone Numbers</u> Telephone Numbers are provided at the rates and charges specified in the AT&T Tariff, P.U.C.O. NO. 20, Part 8, Section 8.

<u>Services and Equipment Charges</u> apply to establish service for Centrex station lines as provided for in the AT&T Tariff, P.U.C.O NO. 20, Part 3, Section 1. These charges may vary over the term of the Pricing Schedule.

<u>Program Change Charge</u> is a non-recurring charge per line programmed for a change of standard feature capabilities after the initial activation by AT&T. This charge may vary over the term of the Pricing Schedule.



Agreement for AT&T ILEC Services

CUSTOMER ("Customer")	AT&T ("AT&T")	
City of Gahanna	SBC Global Services, Inc. d/b/a AT&T Global Services	
CUSTOMER Address	AT&T Address	
Street Address: 200 South Hamilton Rd	One AT&T Plaza	
City: Gahanna State: OH Zip Code: 43230	Dallas, TX 75202	
Billing Address (if different)		
Street Address:		
City: State: Zip Code:		
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and	
	for Contract Notices 🗵 Primary Sales Contact	
Name: Kevin Marchese	Name: Dave Schneider	
Title: Technology Director	Title: Senior Account Manager	
Telephone: 614-342-4070 Fax: 614-342-4171	Fax: 614-243-7735 Telephone: 614-223-4115 Email:	
Email: kevin.marchese@gahanna.gov	ds7830@att.com Street Address: 150 E Gay St	
Address for Notices	City: Columbus State: OH Zip Code: 43215	
☐ Same as Cust. Address above ☐ Same as Billing Address	,	
Address for Notices (if different)	With a copy to:	
Street Address:	AT&T Corp.	
City: State: Zip Code:	One AT&T Way, Bedminster, NJ 07921-0752	
Oily. State. Zip Gode.	ATTN: Master Agreement Support Team	
	Email: mast@att.com	
AT&T Authorized Agent or Representative Information (if ap	plicable) 🖂 Primary Contact 🚟 🔠	
Name: Company Name:		
Agent Street Address: City: State: Zip Code	:	
Telephone: Fax: Email: Agent Code		

This Agreement (the "Agreement") sets forth the terms and conditions for Incumbent Local Exchange Carrier ("ILEC") services between SBC Global Services, Inc. d/b/a AT&T Global Services, a Delaware corporation with offices at One AT&T Plaza, Dallas, Texas 75202, on behalf of itself and those Affiliates identified in Pricing Schedules and/or agreements that may be entered into from time to time and incorporated by reference into this Agreement (individually and collectively, "AT&T") and City of Gahanna ("Customer"), an Ohio governmental agency, with offices at the location listed above. This Agreement is effective on the date of last signature ("Effective Date"), unless the rules of a regulatory authority having jurisdiction respecting this Agreement would require a later date, or an applicable tariff filing would require a later date, in which case the Effective Date of this Agreement shall be in accordance with such rules. AT&T and Customer are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

References to "Agreement" refer to this Agreement and associated Pricing Schedules referencing this document and any attachments thereto. New or revised Pricing Schedules must be signed by Customer and AT&T. Unless otherwise stated in a Pricing Schedule, the following order of priority applies to the documents comprising this Agreement: (1) Pricing Schedules referencing this document and any attachments thereto; (2) this document, and (3) any applicable Tariff, Guidebook, Catalog, and if applicable, the AT&T Business Service Agreement (BSA), as such terms may defined in a Pricing Schedule (except in Connecticut where the order of precedence shall be 1) the tariffs, 2) Pricing Schedules, 3) this document).

Notices from a Party concerning this Agreement must be written and delivered to the other Party at the address(es) above (i) in person, (ii) by certified mail, return receipt requested, (iii) by traceable overnight delivery, or (iv) by facsimile, electronically confirmed and followed immediately by U.S. Mail. Notice will be effective upon delivery.

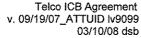
Customer (by its authorized representative)	AT&T (by its authorized representative)
Ву:	Ву:
Typed or Printed Name:	Typed or Printed Name:
Title:	Title:
Date:	Date:

Page 1 of 5

AT&T and Customer Confidential Information

Agreement for ILEC Services

0803 DB3813 1-62F5UO 001.1 NRLR





Agreement for AT&T ILEC Services



1. SCOPE; AT&T AFFILIATES

1.1 Scope

- A. SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of its Affiliate(s) named below which provide local exchange service ("AT&T"), will provide such Services (as defined in Section 2.5) to Customer under this Agreement which are identified in the Pricing Schedules.
- B. The pricing, service descriptions and other provisions relating to the Services will be as set forth in: (i) this Agreement's Terms and Conditions; (ii) Pricing Schedules; and (iii) the appropriate section(s) of the Tariff, Guidebook, Catalog or BSA (as such terms are defined in the Pricing Schedules).
- C. This Agreement shall remain in effect until no Services are provided under any Pricing Schedules to this Agreement.

1.2 AT&T Affiliates

Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; Southwestern Bell Telephone Company d/b/a in the states of Arkansas, Kansas, Missouri, Oklahoma and Texas as AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, respectively; Pacific Bell Telephone Company d/b/a AT&T California, Nevada Bell Telephone Company, d/b/a AT&T Nevada; The Woodbury Telephone Company d/b/a AT&T Woodbury; and The Southern New England Telephone Company d/b/a AT&T Connecticut

2. DEFINITIONS

- 2.1 "Affiliate" means an entity that controls, is controlled by, or is under common control with a Party.
- **2.2** "Confidential Information" means ideas, know-how, trade secrets, computer programs, technical information, and other confidential information which is disclosed by a disclosing Party to a receiving Party under this Agreement. The terms of this Agreement shall be deemed Confidential Information by the Parties.
- 2.3 "Order" means any purchase order for Services that references this Agreement (or a Pricing Schedule).
- **2.4** "Pricing Schedule" means a pricing schedule to this Agreement, either appended hereto or subsequently signed by the parties and referencing this Agreement, that, among other things, identifies the Services AT&T may provide to Customer, the price (including discounts) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term"). Pricing Schedules may also incorporate attachments that contain terms and conditions for Services set forth in the Pricing Schedule or Statements of Work that further describes the Services.
- 2.5 "Service(s)" means any or all services provided by AT&T, as further described in this Agreement or a Pricing Schedule. "Service" includes all of the Service Components Customer orders under a Pricing Schedule
- **2.6** "Service Component" means the individual components of a Service that Customer orders under a Pricing Schedule.
- 2.7 "Site(s)" means Customer locations where AT&T is to perform Services.

3. SERVICE-SPECIFIC TERMS AND CONDITIONS

- 3.1 <u>Limitation on Services</u>. Services are offered subject to the availability and operational limitations of the necessary systems, facilities, and equipment.
- 3.2 <u>Use of Services</u>. Use of the Services by Customer and any Customer end-user shall at all times comply with applicable laws, regulations and any AT&T written or electronic instructions for use.
- 3.3 <u>Regulatory Filing</u>. This Agreement and each Pricing Schedule may be filed with the appropriate state commission. If approval is required and not obtained, then this Agreement and/or the applicable Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for the Services not received.

4. PAYMENT AND BILLING

4.1 <u>Payment and Billing</u>. Customer will pay AT&T (i) the monthly fees and nonrecurring charges set forth in the applicable Pricing Schedule, and (ii) applicable taxes, surcharges, and recovery fees (including universal service fees), and customs and duties. Except as otherwise provided in the applicable Pricing Schedule, (i) billing commences on Cutover; (ii) payment is due within 30 days after the date of invoice; and (iii) payment is subject to AT&T's credit requirements and

at&t

Agreement for AT&T ILEC Services

AT&T may require a security deposit to ensure prompt payment. Customer will advise AT&T of any billing dispute within 30 days after receipt of invoice or the invoice shall be deemed correct. In addition to recovering attorneys' fees and costs of collection, AT&T may assess a late payment fee equal that set forth in the applicable Tariff (for regulated Services) or in the applicable Guidebook, Catalog, or BSA (for deregulated Services.) If Customer pays electronically, Customer agrees to pay using Automated Clearing House (ACH) which shall include remittance information.

5. GENERAL TERMS AND CONDITIONS

- 5.1 Term and Termination. This Agreement will start on the Effective Date and remain in effect until terminated by either Party as provided herein (the "Term"). Customer, and AT&T (in the case of Services that are no longer under a term commitment), may terminate this Agreement or a Pricing Schedule without cause and for convenience upon 30 days' prior written notice. If Customer terminates a Service with a specified term or term commitment, in whole or in part, for convenience or AT&T terminates for Customer's default, on or after Cutover but before the scheduled completion of the Term, Customer shall pay the termination liability (i) specified in the Pricing Schedule; or (ii) if no termination liability is specified, an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges rate for the terminated Service as set forth in the Pricing Schedule, multiplied by the number of months remaining in the term for the applicable Service at the point of termination, and (c) any special construction liabilities.
- 5.2 Termination for Breach. This Agreement (or applicable Pricing Schedule) may be terminated immediately by either Party or AT&T may suspend performance hereunder or thereunder, upon written notice to the other Party if the other Party (i) is in material breach (including but not limited to failure to make timely undisputed payments) and such failure or breach is not remedied within 30 days after the terminating Party provides written notice to the breaching Party specifically describing such breach; (ii) ceases to carry on business as a going concern, becomes the object of voluntary or involuntary bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets; (iii) engages in fraud, criminal conduct, or willful misconduct; or (iv) breaches the confidentiality obligations under this Agreement. If Customer terminates a Service or a Service Component for material breach, Customer shall not be liable for any Termination Charges.
- 5.3 <u>Force Majeure</u>. Except in the case of payment of amounts due, neither Party will be liable to the other Party for any failure of performance due to any cause beyond that Party's reasonable control, including acts of God, fire, explosion, vandalism, terrorism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or preemption of existing Service to restore Service in compliance with the regulatory rules and regulations, or, in the case of AT&T, delays caused by Customer or Customer's service or equipment vendors.
- 5.4 <u>Assignment</u>. Neither this Agreement (including any Pricing Schedule) nor any interest therein may be assigned, sublet, or in any manner transferred by Customer without the prior written consent of AT&T. Any attempted assignment or transfer in contravention of the preceding sentence will be void. AT&T may assign or subcontract any portion of the Services to be performed without Customer's prior written approval.
- 5.5 <u>Use of Confidential Information</u>. During the Term, each Party may obtain Confidential Information from the other Party. Written or other tangible Confidential Information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing Party. When disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within 15 days after disclosure. Neither Party may during the Term and for 3 years thereafter disclose any of the other Party's Confidential Information to any third party. Neither Party may use the other Party's Confidential Information except to perform its duties under this Agreement. The Confidential Information restrictions will not apply to Confidential Information that is (i) already known to the receiving Party, (ii) becomes publicly available through no wrongful act of the receiving Party, (iii) independently developed by the receiving Party without benefit of the disclosing Party's Confidential Information, or (iv) disclosed by the disclosing Party to a third party without an obligation of confidentiality. Upon termination of this Agreement or an applicable Pricing Schedule, each Party will return the other Party's Confidential Information.
- 5.6 <u>Customer Information; Access and Safe Working Environment.</u> AT&T may rely on any information provided by Customer and assumes no liability for any damages or costs that result from errors or omissions in such information. Customer shall provide AT&T with timely access to Customer information, facilities or equipment as AT&T reasonably requires to provide the Services and keep AT&T informed on developments in Customer's business or operations that may impact the Services. AT&T may share Customer information and Confidential Information (including billing and usage information for the Services purchased) with AT&T Affiliates and inform Customer of other AT&T product/service offerings. Customer

at&t

Agreement for AT&T ILEC Services

shall maintain Sites in a suitable and safe working environment, free of Hazardous Materials. Customer represents and warrants that the area of the Sites where AT&T performs the Services is free of Hazardous Materials. AT&T does not handle, remove or dispose of, nor does AT&T accept any liability for, any Hazardous Materials at the Sites. Customer shall pay AT&T for any damages, costs, fines or penalties AT&T incurs as result of the presence or release of such Hazardous Materials. If AT&T encounters any such Hazardous Materials, AT&T may terminate this Agreement or suspend performance until Customer removes and cleans up at its expense Hazardous Materials in accordance with this Agreement and applicable law. For purposes hereof, "Hazardous Materials" means any substance whose use, transport, storage, handling, disposal, or release is regulated to any law related to pollution, protection of air, water, or soil, or health and safety.

- 5.7 <u>Publicity</u>. During the Term, AT&T may refer to Customer, orally and in writing, as a customer of AT&T and may publish a press release announcing in general terms that AT&T and Customer have entered into this Agreement and AT&T may in general terms describe the activities contemplated hereunder. Any other reference to one Party by the other Party requires written consent of the first Party.
- 5.8 <u>Limitation of Liability.</u> NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATED TO LOST PROFITS, TOLL FRAUD, LOSS OF USE, AND LOSS OF DATA, OR FAILURE TO REALIZE SAVINGS OR BENEFITS) ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT AS OTHERWISE PROVIDED IN ANY APPLICABLE TARIFF, GUIDEBOOK, CATALOG, OR BSA, THE TOTAL AGGREGATE LIABILITY OF AT&T, ITS SUPPLIERS, LICENSORS, AFFILIATES, DIRECTORS, OFFICERS, AND/OR EMPLOYEES UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AMOUNTS ACTUALLY PAID BY CUSTOMER DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CIRCUMSTANCES GIVING RISE TO THE FIRST CLAIM FOR DAMAGES UNDER THIS AGREEMENT.
- 5.9 Indemnities. Customer will indemnify and defend AT&T, its directors, officers, employees, agents and their successors ("Agents") from and against any and all third party claims and related loss, liability, damage and expense, including attorneys' fees, (collectively "Damages") arising from improper use of the Services or information or any content or data transmitted over any AT&T network or facilities. AT&T will indemnify and defend Customer and its Agents from and against any Damages finally awarded or paid in settlement based on a claim that any Service infringes a U.S. patent or copyright. If a final injunction or judgment is awarded against Customer prohibiting use of any Service by reason of infringement of a U.S. patent or copyright, AT&T will at its option and expense either (a) procure the right for Customer to continue using the Service; (b) obtain and deliver an equivalent non-infringing Service; or (c) terminate the infringing Service and refund to Customer amounts paid for the infringing Service, less a reasonable charge for use. An indemnified Party shall provide the indemnifying Party with notice for any claim of indemnity and the indemnifying Party shall have complete authority to assume the sole defense and settlement of such claim. The indemnified Party may participate in the settlement or defense at its own expense and shall reasonably cooperate to facilitate the defense and settlement of such claims.
- 5.10 Miscellaneous. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations, and understandings relating to the subject matter hereof. No modifications or subsequent agreements concerning the subject matter of this Agreement will be effective unless made in writing and signed by the Parties. The parties agree that this transaction may be conducted by electronic means. AT&T shall not be bound by any electronic or pre-printed terms additional to, or different from, those in this Agreement that may appear in Customer's form documents, orders, acknowledgments or other communications. Customer shall not resell any Services without AT&T's written consent. Any legal action arising under this Agreement must commence within 2 years after the cause of action arises. AT&T, its employees, agents, and representatives are not employees, servants, partners, or joint venturers of or with Customer. AT&T is an independent contractor and will at all times direct, control, and supervise all of its employees. This Agreement will be governed by the laws of Texas, without regard to its conflicts of law rules. The Parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is determined to be invalid or unenforceable, this Agreement will be construed as if it did not contain such provision. The failure of a Party to insist upon strict performance of any provision of this Agreement in any one or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.

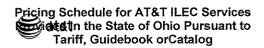
6. ENTIRE AGREEMENT

This Agreement (including Pricing Schedules and attachments) and the Tariff(s), Guidebook(s), Catalog(s) and/or BSA(s), are the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior



Agreement for AT&T ILEC Services

agreements, proposals or understandings, whether written or oral. This Agreement may not be modified except by a writing signed by both parties.



Agreement date last signed	
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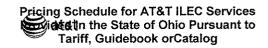
CUSTOMER ("Customer")	AT&T ("AT&T")
City of Gahanna	SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of its Affiliates
CUSTOMER Address	AT&T Address
Street Address: 200 South Hamilton Rd	🔲 2600 Camino Ramon, San Ramon, CA 94583
City: Gahanna State: OH Zip Code: 43230	🔀 225 W. Randolph St., Chicago, IL 60606
Billing Address (if different)	☐ One AT&T Plaza, Dallas, TX 75202
Street Address:	310 Orange Street, New Haven, CT 06510
City: State: Zip Code:	2180 Lake Blvd., 7 th Floor, Atlanta, GA 30319
	☐ One AT&T Way, Bedminster, NJ 07921
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices Primary Sales Contact
Name: Kevin Marchese	Name: Dave Schneider
Title: Technology Director	Title: Senior Account Manager
Telephone: 614-342-4070 Fax: Email:	Fax: Telephone: 614-223-4115 Email: ds7830@att.com
kevin.marchese@gahanna.gov	Street Address: 150 E Gay St
Address for Notices	City: Columbus State: OH Zip Code: 43215
☐ Same as Cust. Address above ☐ Same as Billing Address	With a copy to: AT&T Corp.
Address for Notices (if different)	One AT&T Way, Bedminster, NJ 07921-0752
Street Address:	ATTN: Master Agreement Support Team
City: State: Zip Code:	Email: mast@att.com
AT&T Authorized Agent or Representative Information (if ap	plicable) Primary Sales Contact
Name: Company Name:	
Agent Street Address: City: State: Zip Code	e:
Telephone: Fax: Email: Agent Code	

This Pricing Schedule ("Pricing Schedule") is an attachment to the Agreement between AT&T and Customer referenced above, and is part of the parties' Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique size or configuration of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. References to "Pricing Schedule" refer to this Pricing Schedule and any attachments attached hereto and referencing this document.

Service Provider: The Ohio Bell Telephone Company d/b/a AT&T Ohio

Customer (by its authorized representative)	AT&T (by its authorized representative)
Bv:	By:
Typed or Printed Name:	Typed or
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

EXHIBIT C



GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule.

1. DEFINITIONS

"Cutover" is when the Service is first provisioned or otherwise available for Customer's use at any single Site at the rates provided in this Pricing Schedule.

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

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

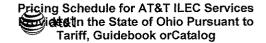
Tariffs, Guidebooks and Catalogs. "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" and "Catalogs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Catalogs may be found at http://www.att.com/search/tariffs.jsp. Guidebooks may be found at http://www.att.com/gen/public-affairs?pid=9700.

2. GENERAL DESCRIPTION OF SERVICE(S) TO BE PROVISIONED, INSTALLED AND MAINTAINED.

The Service(s) described below are provided solely by the AT&T entity or entities identified above and are not jointly provided with any other carrier. Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff, Guidebook and Catalog. To the extent there are any inconsistencies between this Pricing Schedule and the applicable Tariff, Guidebook or Catalog, this Pricing Schedule shall take precedence.

DS1	1.544 MBPS High Capacity Digital Service Channels ("DS1 Service") provides for the simultaneous two-way transmission of a serial, bipolar, return-to-zero, isochronous digital signal at a terminating bit rate of 1.544 megabits per second (Mbps).		
ISDN Prime	Integrated Services Digital Network Primary Rate Interface (ISDN PRI or ISDN Prime) Service		
	A. AT&T shall provide ISDN Prime Service to Customer between the local AT&T serving central office and each circuit location address within AT&T's in-region territory designated in this Pricing Schedule. The circuit location must be at a valid Customer premises address. A Customer premises address may not be a location at a carrier hotel or a co-location cage within an AT&T central office (CO). ISDN Prime (PRI) Service provides a multi-purpose high speed, multiplexed digital interface based on International Telecommunication Union (ITU) ISDN standards. ISDN Prime Service uses Primary Rate Interface (PRI) technology. ISDN Prime Service is provided where facilities are available from Customer's premises to AT&T's circuit-switched voice and circuit-switched data services via 1.544 Megabits per second (Mbps) CO termination. The CO termination connects by way of 23 64Kbps "B" channels and one 64Kbps "D" channel. The "D" channel performs out-of-band signaling and controls the "B" channels. The transmission characteristics of this Service support 64Kbps clear channel capability and Extended Superframe Format (ESF). The rates and charges for the 1.544 Mbps DS1 circuit are in addition to those for the ISDN Prime termination, and will be provided in accordance with AT&T Tariffs, Guidebooks or Catalogs or separate mutual agreement between the parties.		
	B. If Customer obtains ISDN Prime Service utilizing the Service Portability option, Customer's telephone number is ported to an ISDN capable switch designated by AT&T in order to provide the Service without a telephone number change. Special Assembly/Special Authority charges will be applicable to subsequent porting of the number back to Customer's serving central office.		
	C. Use of Service. Customer agrees that ISDN Prime Service will only be used to transport the voice and/or data traffic of Customer and its Affiliates, and not to originate or terminate voice traffic to bypass switched access charges as defined by applicable state and federal telecommunications law. Customer understands that this covenant is an essential part of the undertaking by AT&T herein, and that AT&T is relying upon Customer's covenant as an inducement to sell the ISDN Prime Service. Customer agrees to compensate AT&T for any switched access charges that AT&T is obligated to pay, or entitled to collect, as a result of Customer's use of the ISDN Prime Service, and Customer further agrees that this obligation to compensate AT&T shall not be capped or limited. As used herein the		

Agreement date last sign	ned
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term switched access, generally speaking, means the charges that a long distance company is required to pay to a local telecommunications company for the termination or origination of long distance calls to or from a customer whose phone is connected to the local telecommunications company's local switching network.

3. TERM START DATE; PRICING SCHEDULE TERM: PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM

Pricing Schedule Term and Term Start Date

For the Service(s) offered under this Pricing Schedule, the Term Start Date shall begin on the later of (1) Cutover of the first Service at the first Customer Site or (2) the date of approval of this Pricing Schedule by an appropriate regulatory body, if regulatory approval is required for this Pricing Schedule for the Service(s). For the Service(s) offered under this Pricing Schedule, the term of this Pricing Schedule shall be **thirty-six (36)** months after the Term Start Date ("Pricing Schedule Term"). No rates or discounts shall be applied prior to Term Start Date. Upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Service(s). For the Service(s) provided under this Pricing Schedule, upon expiration of the Pricing Schedule Term, Customer will have the option to either (a) cease using the Service(s) or (b) continue using the Service(s) on a month-to-month basis until the Service(s) is (are) terminated by either party on thirty days' notice. Unless otherwise agreed by the parties in writing, during the month-to-month extension period following the expiration of the Pricing Schedule Term, the prices for the Service(s) provided under this Pricing Schedule will automatically be the then-current month-to-month or monthly extension rates set forth in the applicable Tariff, Guidebook or Catalog. After expiration of the Pricing Schedule Term, AT&T may modify rates, terms and conditions applicable to the Service(s) on thirty days' notice. Notwithstanding anything in the Agreement, the Service(s) provided hereunder will not be subject to an automatic extension of the Pricing Schedule Term.

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

Effective Date of Rates and Discounts	Term Start Date	

4. ADDITIONAL SERVICES, INSTALLATION, ADDS, MOVES AND CHANGES

Additional Services may be added at the existing AT&T Tariff, Guidebook or Catalog rates or shall be added subject to new negotiations.

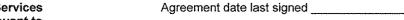
Unless otherwise stated herein, for all moves and changes of any Service provided hereunder, Customer will pay the prevailing AT&T Tariff, Guidebook or Catalog non-recurring charge.

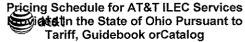
5. PRICING

The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff, Guidebook or Catalog. No discount, promotion, credit or waiver set forth in a Tariff, Guidebook or Catalog will apply unless specifically set forth herein and, when set forth herein, such discount, promotion, credit or waiver shall only be applied in the manner set forth in the applicable Tariff, Guidebook, or Catalog. No other discount, promotion, credit or waiver set forth in a Tariff, Guidebook or Catalog will apply.

6. TERMINATION BEFORE EXPIRATION OF PRICING SCHEDULE TERM (E.G., TERMINATION FOR CONVENIENCE)

If Customer terminates Service(s) before expiration of the Pricing Schedule Term, in whole or in part, for convenience or any other reason, or AT&T terminates for Customer's default, on or after the Term Start Date but before the scheduled completion of the Pricing Schedule Term or term applicable to such Service(s), Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the monthly recurring charges rate for the terminated Service(s) as set forth in this Pricing Schedule, multiplied by the number of months remaining in the term applicable to such Service(s) at the time of termination, and (c) any applicable special construction liabilities and/or and customer premise custom fiber build liabilities. Unless otherwise stated herein, Service(s) provided under this Pricing Schedule must remain at the location(s) listed in Section 12 or in such other locations the Service(s) are installed for the entire Pricing Schedule Term or the term applicable to such Service(s). If Customer fails to maintain the Service(s) provided under





this Pricing Schedule at the locations required under the preceding sentence for any reason, Customer shall be liable for termination charges calculated in the manner specified in this Section.

7. TARIFF AND REGULATORY REGULATIONS

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff, Guidebook or Catalog. If approval is required and not obtained, then this Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Services not received.

8. SERVICES AND JURISDICTION CERTIFICATION

For all non-switched circuits with a bandwidth of DS1 or higher purchased under this Pricing Schedule, Customer acknowledges and certifies that the interstate traffic (including Internet traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service. This provision is not applicable when the Service is used solely for the transport portion of AT&T local access switched voice services.

9. INSTALLATION AND CUTOVER

If the Term Start Date is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure event as defined in the "Force Majeure" provision of the Agreement, AT&T shall have the right to extend the Term Start Date for a reasonable period of time equal to at least the period of such delay and any consequences resulting from the delay.

All equipment, facilities and lines furnished by AT&T are the sole property of AT&T and are provided upon condition that they will be installed, relocated, removed, changed and maintained exclusively by AT&T as it deems appropriate in its sole discretion.

If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in the Agreement, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

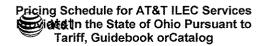
10. OHIO TERMS AND CONDITIONS

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

- 10.1 Inclusion of termination liability in this Pricing Schedule does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability is approved or sanctioned. The Customer is free to pursue its legal remedies should a dispute arise.
- 10.2 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by AT&T should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
- 10.3 In Ohio, Customer is not precluded from disclosing the terms and conditions of this or any Ohio Pricing Schedule to another entity.

11. CUSTOMER COMMITMENT AND RATES

11.1. Customer Commitment



SERVICE QUANTITY COMMITMENT

AS SPECIFIED IN SECTION 11.2

Customer agrees to purchase the Service(s) identified in Section 11.2 in the quantities identified in Section 11.2 for the duration of the Pricing Schedule Term.

If Customer does not install the quantities identified in Section 11.2, AT&T reserves the right to increase the rates for the Service(s) to the standard, non discounted rates set forth in the applicable Tariff, Guidebook or Catalog for the remainder of the Pricing Schedule Term.

Where a fiscal certificate is required by law, Customer shall provide it to AT&T and it shall be attached to and become a part of this Schedule.

11.2 Rates:

Service Components, Quantities, Monthly Rates

Service	Description – Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate ea.
DS1 LDC Transport - Zone 3 / TZ4X3		0	2	\$115.62
ISDN Prime (PRI) Port, Switch DMS / ZPAZD/ZPQZD		0	2	\$352.60

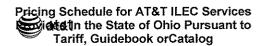
12. SERVICE LOCATIONS

telco - DS1 Loops 200 S Hamilton Rd CLMBOH47 614 R03-0575

101 T1ZF CLMBOH47DC0 GHNNOHCDH01 102 T1ZF CLMBOH47DC0 GHNNOHCDH01

2

End of Document



Agreement date last signe	d

CUSTOMER ("Customer")	AT&T ("AT&T")		
City of Gahanna	SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of its Affiliates		
CUSTOMER Address	AT&T Address		
Street Address: 200 South Hamilton Rd	☐ 2600 Camino Ramon, San Ramon, CA 94583		
City: Gahanna State: OH Zip Code: 43230	🔀 225 W. Randolph St., Chicago, IL 60606		
Billing Address (if different)	☐ One AT&T Plaza, Dallas, TX 75202		
Street Address:	☐ 310 Orange Street, New Haven, CT 06510		
City: State: Zip Code:	☐ 2180 Lake Blvd., 7 th Floor, Atlanta, GA 30319		
Oity, State. Zip oode.	☐ One AT&T Way, Bedminster, NJ 07921		
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices ☑ Primary Sales Contact		
Name: Kevin Marchese	Name: Dave Schneider		
Title: Technology Director	Title: Senior Account Manager		
Telephone: 614-342-4070 Fax: Email:	Fax: Telephone: 614-223-4115 Email: ds7830@att.com		
kevin.marchese@gahanna.gov	Street Address: 150 E Gay St		
Address for Notices	City: Columbus State: OH Zip Code: 43215		
☐ Same as Cust. Address above ☐ Same as Billing Address	With a copy to:		
Address for Notices (if different)	AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752		
Street Address:	ATTN: Master Agreement Support Team		
City: State: Zip Code:	Email: mast@att.com		
AT&T Authorized Agent or Representative Information (if ap	plicable) Primary Sales Contact		
Name: Company Name:			
Agent Street Address: City: State: Zip Code			
Telephone: Fax: Email: Agent Code			

This Pricing Schedule ("Pricing Schedule") is an attachment to the Agreement between AT&T and Customer referenced above, and is part of the parties' Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique size or configuration of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. References to "Pricing Schedule" refer to this Pricing Schedule and any attachments attached hereto and referencing this document.

Service Provider: The Ohio Bell Telephone Company d/b/a AT&T Ohio

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Typed or Printed Name:	Typed or Printed Name:
Title:	Title:
Date:	Date:

EXHIBIT D

Agreement d	late last	signed	

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule.

1. DEFINITIONS

"Cutover" is when the Service is first provisioned or otherwise available for Customer's use at any single Site at the rates provided in this Pricing Schedule.

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

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

Tariffs, Guidebooks and Catalogs. "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" and "Catalogs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Catalogs may be found at http://www.att.com/search/tariffs.jsp. Guidebooks may be found at http://www.att.com/gen/public-affairs?pid=9700.

2. GENERAL DESCRIPTION OF SERVICE(S) TO BE PROVISIONED, INSTALLED AND MAINTAINED.

The Service(s) described below are provided solely by the AT&T entity or entities identified above and are not jointly provided with any other carrier. Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff, Guidebook and Catalog. To the extent there are any inconsistencies between this Pricing Schedule and the applicable Tariff, Guidebook or Catalog, this Pricing Schedule shall take precedence.

DS1	1.544 MBPS High Capacity Digital Service Channels ("DS1 Service") provides for the simultaneous two-
	way transmission of a serial, bipolar, return-to-zero, isochronous digital signal at a terminating bit rate of
	1.544 megabits per second (Mbps).

3. TERM START DATE; PRICING SCHEDULE TERM: PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM

Pricing Schedule Term and Term Start Date

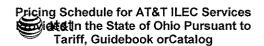
For the Service(s) offered under this Pricing Schedule, the Term Start Date shall begin on the later of (1) Cutover of the first Service at the first Customer Site or (2) the date of approval of this Pricing Schedule by an appropriate regulatory body, if regulatory approval is required for this Pricing Schedule for the Service(s). For the Service(s) offered under this Pricing Schedule, the term of this Pricing Schedule shall be **twelve (12)** months after the Term Start Date ("Pricing Schedule Term"). No rates or discounts shall be applied prior to Term Start Date. The term of this Pricing Schedule may be extended by Customer for up to two (2) additional twelve (12) month periods by giving AT&T at least sixty (60) days written notice prior to each such extension. Upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Service(s). For the Service(s) provided under this Pricing Schedule, upon expiration of the Pricing Schedule Term, Customer will have the option to either (a) cease using the Service(s) or (b) continue using the Service(s) on a month-to-month basis until the Service(s) is (are) terminated by either party on thirty days' notice. Unless otherwise agreed by the parties in writing, during the month-to-month extension period following the expiration of the Pricing Schedule Term, the prices for the Service(s) provided under this Pricing Schedule Will automatically be the then-current month-to-month or monthly extension rates set forth in the applicable Tariff, Guidebook or Catalog. After expiration of the Pricing Schedule Term, AT&T may modify rates, terms and conditions applicable to the Service(s) on thirty days' notice. Notwithstanding anything in the Agreement, the Service(s) provided hereunder will not be subject to an automatic extension of the Pricing Schedule Term.

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

Effective Date of Rates and Discounts	Term Start Date

4. ADDITIONAL SERVICES, INSTALLATION, ADDS, MOVES AND CHANGES

Page 2 of 5



Agreement date last signed _	
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Additional Services may be added at the existing AT&T Tariff, Guidebook or Catalog rates or shall be added subject to new negotiations.

Unless otherwise stated herein, for all moves and changes of any Service provided hereunder, Customer will pay the prevailing AT&T Tariff, Guidebook or Catalog non-recurring charge.

5. PRICING

The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff, Guidebook or Catalog. No discount, promotion, credit or waiver set forth in a Tariff, Guidebook or Catalog will apply unless specifically set forth herein and, when set forth herein, such discount, promotion, credit or waiver shall only be applied in the manner set forth in the applicable Tariff, Guidebook, or Catalog. No other discount, promotion, credit or waiver set forth in a Tariff, Guidebook or Catalog will apply.

6. TERMINATION BEFORE EXPIRATION OF PRICING SCHEDULE TERM (E.G., TERMINATION FOR CONVENIENCE)

If Customer terminates Service(s) before expiration of the Pricing Schedule Term, in whole or in part, for convenience or any other reason, or AT&T terminates for Customer's default, on or after the Term Start Date but before the scheduled completion of the Pricing Schedule Term or term applicable to such Service(s), Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the monthly recurring charges rate for the terminated Service(s) as set forth in this Pricing Schedule, multiplied by the number of months remaining in the term applicable to such Service(s) at the time of termination, and (c) any applicable special construction liabilities and/or and customer premise custom fiber build liabilities. Unless otherwise stated herein, Service(s) provided under this Pricing Schedule must remain at the location(s) listed in Section 12 or in such other locations the Service(s) are installed for the entire Pricing Schedule Term or the term applicable to such Service(s). If Customer fails to maintain the Service(s) provided under this Pricing Schedule at the locations required under the preceding sentence for any reason, Customer shall be liable for termination charges calculated in the manner specified in this Section.

7. TARIFF AND REGULATORY REGULATIONS

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff, Guidebook or Catalog. If approval is required and not obtained, then this Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Services not received.

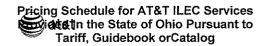
8. SERVICES AND JURISDICTION CERTIFICATION

For all non-switched circuits with a bandwidth of DS1 or higher purchased under this Pricing Schedule, Customer acknowledges and certifies that the interstate traffic (including Internet traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service. This provision is not applicable when the Service is used solely for the transport portion of AT&T local access switched voice services.

9. INSTALLATION AND CUTOVER

If the Term Start Date is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure event as defined in the "Force Majeure" provision of the Agreement, AT&T shall have the right to extend the Term Start Date for a reasonable period of time equal to at least the period of such delay and any consequences resulting from the delay.

All equipment, facilities and lines furnished by AT&T are the sole property of AT&T and are provided upon condition that they will be installed, relocated, removed, changed and maintained exclusively by AT&T as it deems appropriate in its sole discretion.



If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in the Agreement, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

10. OHIO TERMS AND CONDITIONS

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

- 10.1 Inclusion of termination liability in this Pricing Schedule does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability is approved or sanctioned. The Customer is free to pursue its legal remedies should a dispute arise.
- 10.2 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by AT&T should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
- 10.3 In Ohio, Customer is not precluded from disclosing the terms and conditions of this or any Ohio Pricing Schedule to another entity.

11. CUSTOMER COMMITMENT AND RATES

11.1. Customer Commitment

SERVICE QUANTITY COMMITMEN	AS SPECIFIED IN SECTION 11.2				
Customer agrees to purchase the Service(s) identification of the Pricing Schedule Term.	ed in Section 11.2	in the quantities	identified in	Section 1	1.2 for the

If Customer does not install the quantities identified in Section 11.2, AT&T reserves the right to increase the rates for the Service(s) to the standard, non discounted rates set forth in the applicable Tariff, Guidebook or Catalog for the remainder of the Pricing Schedule Term.

Where a fiscal certificate is required by law, Customer shall provide it to AT&T and it shall be attached to and become a part of this Schedule.

11.2 Rates:

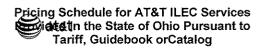
Service Components, Quantities, Monthly Rates

Service Description – Service Components / USOC		Quantity New	Quantity Existing	Monthly Recurring Rate ea.	
DS1	LDC Transport - Zone 3 / TZ4X3	2	4	\$165.00	
DS1	Clear Channel Capability - Zone 3 / CLYX3	1	0	\$0.00	

12. SERVICE LOCATIONS

DS-1	Location	SWC	BTN	Circuit IDS	Quantity
telco - DS1 Loops	200 S. Hamilton Rd.	CLMBOH47	614 R01-3756	DHZA 015884	1
telco - DS1 Loops	780 Science Blvd.	CLMBOH47	614 R01-3756		1

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Agreement date last signed	
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telco - DS1 Loops	200 S. Hamilton Rd.	CLMBOH47	614 R01-3756	DHZA 015993	1
telco - DS1 Loops	152 Oklahoma Av.	CLMBOH47	614 R01-3756		1
telco - DS1 Loops	200 S. Hamilton Rd.	CLMBOH47			1
telco - DS1 Loops	341 Harrow Blvd	CLMBOH47			.1

End of Document

CITY OF GAHANNA, OHIO REQUEST FOR COUNCIL ACTION

Subject and Purpose: (Attach additional information)

We are requesting permission to renew our current phone (3-year) and DS1 (12-month) service contracts with AT&T and to add an additional DS1 line (12-month) for network connectivity to the Hunter's Ridge Swimming Pool facility.

	l: Kevin Marche				Date:	4-28-2008
	Wai	ver?	Emergency?	\boxtimes		
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If already a	appropriated: To:	224.311.5484	(Utilities - Tele	phone)	
Approved:	Director of Fina	ler nce		······································	Date:	4/23/08
Clerk of Co Reading, C following m	() Duncil is hereb consent/Agenda, r	y requested to pl				
Approved:	Committee Chai	irman	D	ate: _		