

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through Its

Contracting Agency Name

State of Nevada
Department of Administration
Purchasing Division
Address 515 East Musser Street Suite 300
City, State, Zip Code Carson City, Nevada 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

Vendor Name

AT&T
Address 2700 Watt Ave. RM 3349
City, State, Zip Code Sacramento, Ca. 95821
Contact: Michael Pfaff
Phone: 916-806-4452 Fax: 1-707-427-7635
Email: mp9631@att.com

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Independent Contractor" – means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - C. "Fiscal Year" – is defined as the period beginning July 1st and ending June 30th of the following year.
 - D. "Current State Employee" – means a person who is an employee of an agency of the State.
 - E. "Former State Employee" – means a person who was an employee of any agency of the State at any time within the preceding 24 months.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be July 14, 2015).

Effective from:	July 14, 2015	To:	June 30, 2017
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4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 60 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, posted prepaid on the date posted, and addressed to the other party at the address specified above.

5.

INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	CONTRACTOR'S SPECIAL TERMS AND CONDITIONS AND PRICE SCHEDULES AA-1, AA-2, AND AA-3
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC	STATE SOLICITATION OR RFP:3143 and AMENDMENT#1
ATTACHMENT DD	CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	As invoiced by Contractor and approved by the State.
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Total Contract Not to Exceed:	\$3,000,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. **INSPECTION & AUDIT.**

A. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the

State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, and upon reasonable notice to Contractor, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is schedule or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated by mutual consent by execution of a written agreement terminating the contract (the "written termination agreement.") The written termination agreement shall specify an agreed date of termination. Termination by a written termination agreement under this subsection will result in a prorated refund to the State for any portion of the contract paid in advance and not earned by the Contractor prior to the termination date.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
 - A. Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the defaulting party within thirty (30) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
 - B. Winding Up Affairs Upon Termination. Notwithstanding the rights of the parties under the terms of this agreement, In the event of termination of this Contract the parties agree that the provisions of this Section survive termination:
 - 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES**. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable costs exclusive of attorney's fees. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.
12. LIMITED LIABILITY. THE STATE WILL NOT WAIVE AND INTENDS TO ASSERT AVAILABLE NRS CHAPTER 41 LIABILITY LIMITATIONS IN ALL CASES. DAMAGES FOR ANY STATE BREACH SHALL NEVER EXCEED THE AMOUNT OF FUNDS APPROPRIATED FOR PAYMENT UNDER THIS CONTRACT, BUT NOT YET PAID TO CONTRACTOR, FOR THE FISCAL YEAR BUDGET IN EXISTENCE AT THE TIME OF THE BREACH

EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 OF CONTRACTOR'S SPECIAL TERMS AND CONDITIONS (Confidential Information), SECTION 10.1 OF CONTRACTOR'S SPECIAL TERMS AND CONDITIONS (Publicity) OR SECTION 10.2 OF CONTRACTOR'S SPECIAL TERMS AND CONDITIONS (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 14 OF THIS CONTRACT (Indemnification);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN THIS SECTION, PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT AS SET FORTH IN SECTION 14 OF THIS CONTRACT (Indemnification) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

13. **FORCE MAJEURE.** . Neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers due to a force majeure event, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control. Unless payment is prevented by a force majeure event, the obligation to pay for services that have been provided by Contractor prior to the force majeure event shall not be suspended by an inability to perform other services due to a force majeure event.

14. **INDEMNIFICATION AND THIRD PARTY CLAIMS.**

A. **Indemnification.** Subject to the limitations of liability in Section 12 of this Contract and the provisions for third party claims and claims relating to intellectual property set forth in Subsection 14B, to the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

14B. Third Party Claims.

14B.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

14B.2 **Customer's Obligations.** Without waiving limitations of liability applicable to the State of Nevada, and to the extent permitted by law, Customer agrees to be responsible to either settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 14B.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 14B.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement .Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 14B.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 14B.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement .

Infringing Services. Whenever AT&T is liable under Section 14B.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 14B will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 14.

AT&T's obligations under Section 14B.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Equipment, Software, or Services that are provided to the State from sources other than AT&T or its affiliates. AT&T's obligations under Section 14 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the

Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work, relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

QUESTION		CONTRACTOR'S INITIALS	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	MP	
2.	Will the Contracting Agency be providing training to the independent contractor?	MP	
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	MP	
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?		MP
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	MP	
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?		MP
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?		MP

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior to approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*,

required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) Policy Cancellation: : Contractor or their representative shall provide that required insurance shall not be cancelled or non-renewed without providing at least thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, Should policy be canceled, non-renewed or coverage, Contractor or their representative shall provide that notices required by this paragraph shall be sent to the address shown on page one (1) of this contract .Should Contractor or their representative fail to provide timely notice, Contractor will be in breach and subject to the breach and time to cure provisions set forth in paragraph 10.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) . Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage.*

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16 B, General Requirements*.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any State, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State. This section does not prohibit Contractor subcontracting to an affiliate or third party a portion of the work to be performed under this Contract, but Contractor will remain responsible for the performance of such obligations.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark, or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to

indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt 67, Section 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds. AT&T is a large multi-national corporation that has done business in the US for over 100 years, therefore, it is impossible to certify with 100% accuracy to this overly broad certification language contained herein which has no time or geographic limits. However, the undersigned party, has taken due care to ascertain whether it is currently or has recently been disqualified or debarred. Contractor is unaware of a disqualification or debarment that would negatively affect its ability to provide the products and services.
- B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- A. Any federal, State, county or local agency, legislature, commission, council or board;
- B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or
- C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.

26. WARRANTIES.

A. GENERAL WARRANTY.

Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects

A. DISCLAIMERS OF WARRANTIES AND DISCLAIMERS OF LIABILITY.

1. Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

2. Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

3. Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

4. Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees over the last 2 years. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this Contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

29. GOVERNING LAW: JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

30. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.



Independent Contractor's Signature

6-3-15

Date

Independent Contractor's Title

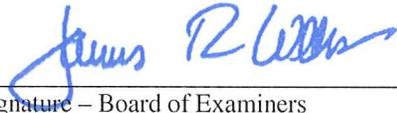
Shannon Bony 080 6/5/15

Greg Smith

Date

Administrator, Purchasing Division

Title



Signature – Board of Examiners

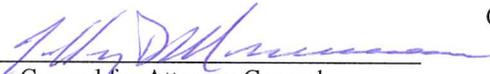
APPROVED BY BOARD OF EXAMINERS

On:

7-7-15

Date

Approved as to form by:



Deputy Attorney General for Attorney General

On:

5 June 15

Date

ATTACHMENT AA

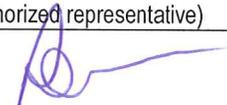
**CONTRACTOR'S SPECIAL TERMS AND CONDITIONS
AND PRICE SCHEDULES AA-1, AA-2, AND AA-3**



CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

Customer	AT&T
Customer Legal Name: State of Nevada Street Address: 515 E. Musser St. Suite 300 City: Carson City State/Province: NV Zip Code: 89701 Country: US	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Greg Smith Title: Administrator Purchasing division Street Address: 515 E. Musser St. Suite 300 City: Carson City State/Province: NV Zip Code: 89701 Country: US Telephone: (775) 684-0170 Fax: Email: gmsmith@purchasing.state.nv.us	Street Address: 2700 Watt Ave Rm 4119 City: Sacramento State/Province: CA Zip Code: 95821 Country: US With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: 
Name: 	Name:
Title: Assistant Chief Procurement Officer	PATRICK GLEASON ASSOC DIR CUSTOMER CONTRACTS
Date: 6/5/15	Date: 5-27-2015

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using 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 adequate space and 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 the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. After the term of the Contract, if operating under a month-to-month service arrangement, AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 45 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services). The State is subject to a Public Records Law, NRS Chapter 239, and the State has a legal obligation to disclose public records unless a particular record is made confidential by law or a common law balancing of interests. AT&T may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 [moved to Section 12 of State Contract]

6.4 [moved to Section 26 of State Contract]

7. THIRD PARTY CLAIMS [Moved to Section 14 of State Contract]

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when:
 - (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

(a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, 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.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

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

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **FORCE MAJEURE [Moved to Section 13 of State Contract]**

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 **Assignment and Subcontracting.**

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary. This section shall not be construed to waive any shorter periods of limitations or any conditions or procedures required for claims against the State of Nevada contained in NRS Chapter 41.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of Nevada, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement. [Refer to Section 30 of State Contract]**

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

"**Cutover**" means the date Customer's obligation to pay for Services begins.

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

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

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

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



20150521-6682

AT&T SDN OneNet BTB
Pricing Schedule

ATTACHMENT AA-1

AT&T MA Reference No.

Customer("Customer")	AT&T("AT&T")
State of Nevada Street Address : 515 E Musser St. Suite 300 City : Carson City State : NV Zip Code : 89701 Country :	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Contact
Name : Greg Smith Title : Administrator Purchasing division Telephone : 775-684-0170 Fax : Email : gsmith@purchasing.state.nv.us Address for notices, if different from above : Street Address : 515 E Musser St. Suite 300 City : Carson City State : NV Zip Code: 89791 Country : US Customer Account Number or Master Account Number :	Account Rep Name : Michael Pfaff Title : Telephone : 916-806-4452 Fax : Email : mp9631@att.com Street Address : 2700 Watt Ave Rm 4114 City : Sacramento State : CA Zip Code : 95821 <u>With a copy to:</u> 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) <input type="checkbox"/> Primary Sales Contact	
Name : Company Name : Agent Street Address : City : State : Zip Code : Telephone : Fax : Email : Agent Code :	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Shannon Berry</i>	By: <i>[Signature]</i>
Name : <i>Shannon Berry</i>	Name :: PATRICK GLEASON ASSOC DIR CUSTOMER CONTRACTS
Title : <i>Assistant Chief Procurement Officer</i>	Title :
Date : <i>6/5/15</i>	Date : <i>5-27-2015</i>



AT&T SDN OneNet BTB
Pricing Schedule

AT&T MA Reference No.

Customer("Customer")	AT&T("AT&T")
State of Nevada Street Address : 515 E Musser St. Suite 300 City : Carson City State : NV Zip Code : 89701 Country : US	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Contact
Name : Greg Smith Title : Administrator Purchasing division Telephone : 775-684-0170 Fax : Email : gsmith@purchasing.state.nv.us <u>Address for notices, if different from above :</u> Street Address : 515 E Musser St. Suite 300 City : Carson city State : NV Zip Code: 89701 Country : US Customer Account Number or Master Account Number :	Account Rep Name : Michael Pfaff Title : Telephone : 916-806-4452 Fax : Email : mp9631@att.com Street Address : 2700 Watt Ave rm 4114 City : Sacramento State ; CA Zip Code : 95821 <u>With a copy to:</u> 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) <input type="checkbox"/> Primary Sales Contact	
Name : Company Name : Agent Street Address : City : State : Zip Code : Telephone : Fax : Email : Agent Code :	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

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

State of Nevada WK-TBD-9TG2KL Ver5 Must sign by April 16, 2015	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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Pricing Schedule for AT&T OneNet BTB

1. SERVICES

Service	Service Publication Location
AT&T OneNet Service	http://serviceguidenew.att.com/sq_flashPlayerPage/SDN
AT&T Conferencing Services	http://serviceguidenew.att.com/sq_flashPlayerPage/ATC
AT&T Toll-Free Services	http://serviceguidenew.att.com/sq_flashPlayerPage/TF
AT&T Packet Services (excluding Alaska) (Grandfathered: only available to be ordered by customers with existing Frame Relay service as of May 31, 2012)	http://serviceguidenew.att.com/sq_flashPlayerPage/APS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sq_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	2 Years, however the Calling Card portion of AT&T SDN OneNet Service will no longer be available after December 31, 2016.
Term Start Date	Effective Date of Rates and Discounts for Voice Services

Pricing Schedule Term Renewal Option	Upon the mutual agreement of the parties, Customer may extend Pricing Schedule Term for two additional two-year period(s) upon written notice to AT&T at least forty-five (45) days prior to the last day of the original Pricing Schedule Term or first renewal period if applicable
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Pricing Schedule for AT&T OneNet BTB

For the following Services/Offers Provided under this Pricing Schedule	If the Effective Date of this Pricing Schedule is:	Rates and Discounts can commence on:
VOICE SERVICES: AT&T SDN OneNet Services/AT&T Toll-Free Services, and AT&T Conferencing Services and AT&T Videoconferencing Services	On or before the 10th of the month	The 1st day of the first full month following the Effective Date of this Pricing Schedule ("Rate Effective Date")
VOICE SERVICES: AT&T SDN OneNet Services/AT&T Toll-Free Services, and AT&T Conferencing Services and AT&T Videoconferencing Services	After the 10th of the month	The 1st day of the second full month following the Effective Date of this Pricing Schedule ("Rate Effective Date")

For the following Services/Offers Provided under this Attachment	Rates and Discounts can commence on
DATA SERVICES: AT&T Bandwidth Services, AT&T Frame Relay Services, and AT&T International Satellite Service	On the Effective Date of this Pricing Schedule ("Rate Effective Date")

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Pricing Schedule for AT&T OneNet BTB

3. MARC

	YEAR 1	YEAR 2
MARC under this Pricing Schedule	None	None

MARC under this Pricing Schedule for each Customer renewal period, if applicable	None
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4. MARC-ELIGIBLE CHARGES

Usage and recurring charges for:

4.1 For MARC:

Usage and recurring charges for:

<ul style="list-style-type: none"> • AT&T SDN OneNet Discount Plan-Eligible Services • AT&T Conferencing Services • AT&T Videoconferencing Services • AT&T SDN OneNet Optional Features • AT&T Toll-Free Service Optional Features • AT&T Advanced Toll-Free Services • Digital Services Volume Pricing Plan (DSVPP)-Eligible Services • Frame Relay Service Domestic Access Ports • AT&T ACCU-Ring Network Access Service ordered under a separate contract between the Customer and AT&T, excluding Special Construction Charges and Individual Case Basis contracts • AT&T Asynchronous Transfer Mode Services & AT&T Frame/Relay/Asynchronous Transfer Mode Interworking Service 	<ul style="list-style-type: none"> • AT&T Managed Internet Service • AT&T Virtual Private Network Tunneling Services • AT&T Global Inbound Service • AT&T VoicePort Service • AT&T North American Voice Services • AT&T Prime Local Services • AT&T VPN Service • AT&T International End-to-End Access Service • AT&T Business Voice over IP Services • Other AT&T Services which have been mutually designated in writing by the parties prior to or during the Term of this Pricing Schedule
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Pricing Schedule for AT&T OneNet BTB

5. DISCOUNTS

SDN OneNet

Usage Charges	Discount %
Domestic SDN OneNet, Domestic and International Toll-Free Services Usage	45%
International SDN OneNet Usage	40%

AT&T Frame Relay, International Satellite, Private Line and Access Channel Services

DSVPP-Eligible Frame Relay Services	Discount
Domestic Frame Relay Service, Bilateral Frame Relay	0%
Regional Frame Relay Service	0%
International Frame Relay Service (E2E FRS and IP Enabled Frame Relay-International Service)	0%

DSVPP-Eligible Bandwidth/Private Line Services	Discount
DS0 IOC (including Canada and Mexico)	0%
• Access Connections	0%
FT1 IOC (including Canada and Mexico)	0%
T1 IOC (including Canada and Mexico)	0%
• Access Connections	0%
• M-24 Multiplexing Office Functions	0%
T3 IOC (including Canada and Mexico)	0%
• Access Connections	0%
• M-28 Multiplexing Office Functions	0%
E-1 US Mainland IOC to Mexico	0%
OC-3 IOC (including Canada and Mexico)	0%
• Access Connections	0%
OC-12 IOC	0%

DSVPP-Eligible Bandwidth Services/Access Channels	Discount
VG Access Channel	0%
• Access Coordination Functions	0%
DS0 Access Channel (DDL1 or DDL2)	0%
DS0 Access Channel (GDA)	0%
• Access Coordination Functions	0%
T1 Access Channel	
• Region 1 Access Channel	14%
• Region 2 Access Channel	14%
• Region 3 Access Channel	14%
• Region 4 Access Channel	19%
• Region 5 Access Channel	23%
• Region 6 Access Channel	29%
• Region 7 Access Channel	75%

State of Nevada
WK-TBD-9TG2KL Ver5

For AT&T Administrative Use Only

Must sign by April 16, 2015

Master Agreement No. _____
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Pricing Schedule for AT&T OneNet BTB

• Access Coordination Functions	100%
• Clear Channel Capability	100%
• Other DSVPP-eligible Components	5%
T3 Access Channel	
• Region 1 Access Channel	47%
• Region 2 Access Channel	55%
• Region 3 Access Channel	60%
• Region 4 Access Channel	54%
• Region 5 Access Channel	48%
• Region 6 Access Channel	42%
• Region 7 Access Channel	46%
• Access Coordination Functions	100%
• Other DSVPP-eligible Components	15%
OC-3 Access Channel	
• Region 1 Access Channel	22%
• Region 2 Access Channel	21%
• Region 3 Access Channel	11%
• Region 4 Access Channel	22%
• Region 5 Access Channel	11%
• Region 6 Access Channel	33%
• Region 7 Access Channel	22%
• Access Coordination Functions	25%

DSVPP-Eligible Bandwidth/Int'l Private Line Services	Discount
International Half-Channel Service Channel (E-1 and below), International Half-Channel County to Country Channel (E-1 and below)	0%
International Satellite Shared Earth Station Service – Half Channel	0%
International End-to-End Service Channel (E-1 and below)	0%
International Full Channel (E-1 and below)	0%

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Pricing Schedule for AT&T OneNet BTB

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

6.2 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waiver Packages A, B, C and D as specified in the Service Guide	N/A	As specified in the Service Guide
75% of the recurring charge for Primary Rate Interface Office Functions, in lieu of the waiver specified in Waiver Package Option B	N/A	12 months

6.3 Other Requirements

6.3.1 Notice of Withdrawal

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide: http://serviceguidenew.att.com/sg_flashPlayerPage/GP
<p>The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Service") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.</p> <p>The Eligible Replacement Service(s) will be identified adjacent to the corresponding Affected Service in the General Provisions. Such Eligible Replacement Service(s) shall be provided to Customer pursuant to the terms of the applicable Service Publication.</p>	

Pricing Schedule for AT&T OneNet.BTB

7. RATES

7.1 AT&T SDN OneNet Rate Schedules

Rates Schedules	Per Minute for All Mileage Bands and Rate Periods*
A, A-PV	\$0.024
B(a), B-PV(a), B(b), B-PV(b)	\$0.023
C(a), C(b), C-PV	\$0.020
E	\$0.148
H1	\$0.159
H2	\$0.197
K	\$0.177

* - Billed in initial increments of 18 seconds and in 6 second increments thereafter

7.2 AT&T Toll-Free Service Rate Schedules

	Per Minute for All Service Areas and Rate Periods*
AT&T Toll-Free MEGACOM Service-Domestic	\$0.023
AT&T Toll-Free READYLINE Service-Domestic	\$0.024
AT&T Toll-Free Multimedia Service	\$0.132

* - Billed in initial increments of 30 seconds and in 1 second increments thereafter

7.3 AT&T Toll-Free Monthly Recurring Charges

Description	Toll-Free MEGACOM	Toll-Free READYLINE
Per Routing Arrangement	\$40.00	\$12.00

7.4 Informational Forwarding-2 (INFO-2) – Automatic Number Identification (ANI):

With PRI Office Function - Per caller number information delivered	\$0.004
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Pricing Schedule for AT&T OneNet BTB

7.5 AT&T Toll-Free Advanced Features

7.5.1 AT&T Toll-Free Advanced Features (Classic) - Announcement Features

Announcement Features: Toll-Free Call Prompter, Toll-Free Enroute Announcement, Toll-Free Network Queuing, AT&T Toll-Free Speech Recognition and Toll-Free Courtesy Response.		
	Generic and Basic Announcements - Usage Charges (Classic)	Enhanced Announcements - Usage Charges (Classic)
Per announcement played	\$0.028	\$0.028
Per minute of announcement played - Measured in six-second increments	\$0.024	\$0.024

7.5.2 AT&T Toll-Free Advanced Features (Classic) - Alternate Destination Routing (ADR)

AT&T Toll-Free Advanced Features (Classic) - ADR Usage Charge	
For each call routed to an alternate destination	\$0.012

7.5.3 AT&T Toll-Free Advanced Features (Classic) - Toll-Free Next Available Agent Routing

AT&T Toll-Free Advanced Features (Classic) - Toll-Free Next Available Agent Routing Rates
Minimum Monthly Usage Charge
\$2,000.00

7.5.4 AT&T Toll-Free Advanced Features (Classic) - Toll-Free Next Available Agent Routing

AT&T Toll-Free Advanced Features (Classic) - Toll-Free Next Available Agent Routing	
	Charge Per Redirected Call
per dialed number	\$0.012

7.5.5 AT&T Toll-Free Advanced Features (Classic) - Network Queuing

AT&T Toll-Free Advanced Features (Classic) - Network Queuing Charges	
	Usage Charge
For each six seconds or fraction held in queue	\$0.006

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Pricing Schedule for AT&T OneNet BTB

7.5.6 AT&T Toll-Free Advanced Features (Classic) - Transfer Connect

AT&T Toll-Free Advanced Features (Classic) - Transfer Connect Usage Charges	
	Per Redirection Attempt
Courtesy Transfer	\$0.12

7.5.7 AT&T Toll-Free Advanced Features (Classic) - Transfer Connect

AT&T Toll-Free Advanced Features (Classic) - Transfer Connect Usage Charges	
	Per Completed Call
Courtesy Transfer	\$0.016

7.5.8 AT&T Toll-Free Advanced Features (Classic) - Transfer Connect

AT&T Toll-Free Advanced Features (Classic) - Transfer Connect Usage Charges	
	Per Redirection Attempt
Consult and Transfer	\$0.160

7.5.9 AT&T Toll-Free Advanced Features (Classic) - Transfer Connect

AT&T Toll-Free Advanced Features (Classic) - Transfer Connect Usage Charges	
	Per Completed Call
Consult and Transfer	\$0.020

7.5.10 AT&T Toll-Free Advanced Features (Classic) - Transfer Connect

AT&T Toll-Free Advanced Features (Classic) - Transfer Connect Usage Charges	
	Per Redirection Attempt
Conference and Transfer	\$0.180

7.5.11 AT&T Toll-Free Advanced Features (Classic) - Transfer Connect

AT&T Toll-Free Advanced Features (Classic) - Transfer Connect Usage Charges	
	Per Completed Call
Conference and Transfer	\$0.028

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Pricing Schedule for AT&T OneNet BTB

7.5.12 AT&T Toll-Free Advanced Features (Classic) - Intelligent Call Processing (ICP)

ICP Usage Charges	
Number of Calls Per Month	Charge
All calls	\$0.016

7.5.13 AT&T Toll-Free Advanced Features (Classic)

AT&T Toll-Free Advanced Features (Classic) - Courtesy Transfer, Consult and Transfer, and Conference and Transfer Usage Charges	
	Per Second
Redirection to non- Toll-Free Service termination	\$0.001

7.5.14 AT&T Toll-Free Advanced Features Per Call Pricing

AT&T Toll-Free Advanced Features Per Call Pricing (applies to Generic, Basic and Enhanced Announcements) Per Call Pricing may only be ordered for new Toll-Free Numbers or new Toll-Free applications. Existing Toll-Free applications on existing Toll-Free Numbers will not be eligible for Per Call Pricing. \$0.036 Per Call
--

7.5.15 AT&T Toll-Free Advanced Features Per Call Pricing - Transfer Connect Charges

Transfer Connect Charges – Advanced Toll-Free Features Per Call Pricing Option When used in conjunction with Per Call Pricing, Transfer Connect is provided at the following additional charges:	
Function	
Courtesy Transfer	\$0.028 per redirection attempt

7.5.16 AT&T Toll-Free Advanced Features Per Call Pricing - Transfer Connect Charges

Transfer Connect Charges – AT&T Toll-Free Advanced Features Per Call Pricing Option When used in conjunction with Per Call Pricing, Transfer Connect is provided at the following additional charges:	
Function	
Courtesy Transfer, Consult and Transfer and Conference and Transfer	\$0.004 per call minimum charge

7.5.17 AT&T Toll-Free Advanced Features Per Call Pricing - Transfer Connect Charges

Transfer Connect Charges – AT&T Toll-Free Advanced Features Per Call Pricing Option When used in conjunction with Per Call Pricing, Transfer Connect is provided at the following additional charges:	
Function	
Consult and Transfer	\$0.032 per redirection attempt

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Pricing Schedule for AT&T OneNet BTB

7.5.18 AT&T Toll-Free Advanced Features Per Call Pricing - Transfer Connect Charges

Transfer Connect Charges – AT&T Toll-Free Advanced Features Per Call Pricing Option When used in conjunction with Per Call Pricing, Transfer Connect is provided at the following additional charges:	
Function	
Conference and Transfer	\$0.064 per redirection attempt

7.6 AT&T Toll-Free MEGACOM Service-Canada/Mexico and AT&T Toll-Free READYLINE Service-Canada/Mexico

Country/Area	Toll-Free MEGACOM Service Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*	Toll-Free READYLINE Service Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*
Canada	\$0.055	\$0.055
Mexico		
Service Areas M1 and M2	\$0.524	\$0.524
Service Areas M3 and M4	\$0.524	\$0.524

* - Billed in initial increments of 30 seconds and in 1 Second increments thereafter

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Pricing Schedule for AT&T OneNet BTB

7.7 AT&T Toll-Free MEGACOM Services-Overseas and AT&T Toll-Free READYLINE Service-Overseas

Country/Area	Toll-Free MEGACOM Service	Toll-Free READYLINE Service
	Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*	Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*
Anguilla	\$0.513	\$0.524
Antigua (Including Barbuda)	\$0.884	\$0.884
Argentina	\$0.436	\$0.447
Aruba	\$0.284	\$0.295
Australia	\$0.109	\$0.120
Austria	\$0.415	\$0.425
Bahamas	\$0.415	\$0.425
Bahrain	\$0.251	\$0.262
Barbados	\$0.436	\$0.447
Belgium	\$0.175	\$0.185
Bermuda	\$0.164	\$0.175
Bolivia	\$1.167	\$1.222
Brazil	\$0.807	\$0.818
British Virgin Islands	\$0.447	\$0.458
Cayman Islands	\$0.284	\$0.295
Chile	\$0.753	\$0.764
China, Peoples Republic of	\$1.309	\$1.309
Colombia	\$0.513	\$0.524
Costa Rica	\$0.916	\$0.927
Cyprus	\$0.120	\$0.131
Czech Republic	\$1.222	\$1.233
Denmark	\$0.240	\$0.251
Dominica	\$0.469	\$0.491
Dominican Republic	\$0.469	\$0.491
Ecuador	\$0.840	\$0.895
El Salvador	\$0.873	\$0.884
Finland	\$0.753	\$0.764

* - Billed in initial increments of 30 seconds and in 1 second increments thereafter

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Pricing Schedule for AT&T OneNet BTB

7.7 AT&T Toll-Free MEGACOM Services-Overseas and AT&T Toll-Free READYLINE Service-Overseas (continued)

Country/Area	Toll-Free MEGACOM Service	Toll-Free READYLINE Service
	Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*	Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*
France	\$0.338	\$0.349
Germany	\$0.153	\$0.164
Greece	\$0.382	\$0.393
Guatemala	\$0.720	\$0.785
Hong Kong	\$0.076	\$0.098
Hungary	\$0.338	\$0.349
Iceland	\$0.349	\$0.360
India	\$0.665	\$0.676
Indonesia	\$1.265	\$1.276
Ireland	\$0.240	\$0.251
Israel	\$0.087	\$0.109
Italy	\$0.316	\$0.327
Jamaica	\$0.349	\$0.360
Japan	\$0.871	\$0.382
Korea, South	\$0.611	\$0.622
Latvia	\$0.164	\$0.175
Luxembourg	\$0.109	\$0.120
Malaysia	\$0.076	\$0.087
Montserrat	\$0.851	\$0.862
Netherlands	\$0.196	\$0.218
Netherlands Antilles	\$0.196	\$0.218
New Zealand	\$0.087	\$0.098
Norway (Including Svalbard)	\$0.491	\$0.491
Panama, Republic of	\$0.218	\$0.218
Peru	\$1.331	\$1.342
Philippines	\$1.178	\$1.189
Poland	\$0.076	\$0.087

* - Billed in initial increments of 30 seconds and in 1 second increments thereafter

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Pricing Schedule for AT&T OneNet BTB

7.7 AT&T Toll-Free MEGACOM Services-Overseas and AT&T Toll-Free READYLINE Service-Overseas (continued)

Country/Area	Toll-Free MEGACOM Service Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*	Toll-Free READYLINE Service Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*
Portugal	\$0.513	\$0.524
Singapore, Republic of	\$0.033	\$0.033
South Africa	\$0.164	\$0.175
Spain	\$0.491	\$0.502
St. Kitts & Nevis	\$0.589	\$0.600
St. Lucia	\$0.644	\$0.665
St. Vincent & The Grenadines	\$0.665	\$0.665
Sweden	\$0.785	\$0.796
Switzerland	\$0.131	\$0.142
Taiwan	\$0.709	\$0.720
Thailand	\$0.851	\$0.862
Trinidad & Tobago	\$0.360	\$0.371
Turkey	\$0.578	\$0.589
Turks & Caicos Islands	\$0.513	\$0.513
United Kingdom	\$0.087	\$0.098
Uruguay	\$0.207	\$0.218
Venezuela	\$0.840	\$0.851

* - Billed in initial increments of 30 seconds and in 1 second increments thereafter

7.8 AT&T Direct Toll-Free Service - Mexico

Direct Toll-Free	
Country	Per Minute for All Rate Period*
Mexico	\$0.327

* - Billed in initial increments of 30 seconds and in 1 second increments thereafter

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7.9 AT&T Direct Toll-Free Service – Other Countries

Direct Toll-Free	
Country	Per Minute for All Rate Period*
Afghanistan	\$0.513
Albania	\$0.196
Angola	\$0.305
Anguilla	\$0.305
Antigua (Including Barbuda)	\$0.535
Argentina	\$0.349
Australia	\$0.033
Austria	\$0.425
Bahamas	\$0.316
Bahrain	\$0.153
Bangladesh	\$0.142
Barbados	\$0.273
Belarus	\$0.731
Belgium	\$0.305
Belize	\$0.622
Benin	\$0.644
Bermuda	\$0.098
Bolivia	\$0.545
Brazil	\$0.175
British Virgin Islands	\$0.327
Brunei	\$0.065
Bulgaria	\$0.142
Cambodia	\$0.164
Cayman Islands	\$0.196
Chile	\$0.611
China	\$0.873
Colombia	\$0.796

* - Billed in initial increments of 30 seconds and in 1 second increments thereafter

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7.9 AT&T Direct Toll-Free Service – Other Countries (continued)

Direct Toll-Free	
Country	Per Minute for All Rate Period*
Costa Rica	\$0.611
Croatia	\$0.818
Cyprus	\$0.731
Czech Republic	\$0.687
Denmark	\$0.316
Diego Garcia	\$3.000
Dominica	\$0.371
Dominican Republic	\$0.316
Ecuador	\$0.404
Egypt	\$0.469
El Salvador	\$0.753
Eritrea	\$0.055
Estonia	\$0.655
Fiji Islands	\$0.458
Finland	\$0.251
France	\$0.371
French Guiana	\$0.120
Germany	\$0.109
Gibraltar	\$0.316
Greece	\$0.371
Grenada	\$0.262
Guadeloupe	\$0.589
Guantanamo	\$0.382
Guatemala	\$0.905
Guyana	\$0.709
Haiti	\$0.545
Honduras	\$0.545

* - Billed in initial increments of 30 seconds and in 1 second increments thereafter

Pricing Schedule for AT&T OneNet BTB

7.9 AT&T Direct Toll-Free Service – Other Countries (continued)

Direct Toll-Free	
Country	Per Minute for All Rate Period*
Hong Kong	\$0.022
Hungary	\$0.185
Iceland	\$0.196
India	\$0.524
Indonesia	\$0.862
Iraq	\$0.513
Ireland	\$0.382
Israel	\$0.545
Italy	\$0.240
Ivory Coast	\$0.742
Jamaica	\$0.229
Japan	\$0.207
Jordan	\$0.295
Kazakhstan	\$0.175
Korea, South	\$0.273
Latvia	\$0.447
Lebanon	\$0.327
Liechtenstein	\$0.611
Luxembourg	\$0.065
Macao	\$0.065
Macedonia	\$0.382
Malaysia	\$0.044
Malta	\$0.065
Monaco	\$0.109
Montserrat	\$0.458
Morocco	\$0.120
Netherlands	\$0.382

* - Billed in initial increments of 30 seconds and in 1 second increments thereafter

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7.9 AT&T Direct Toll-Free Service – Other Countries (continued)

Direct Toll-Free	
Country	Per Minute for All Rate Period*
Netherlands Antilles	\$0.382
New Zealand	\$0.022
Nicaragua	\$0.425
Norway	\$0.305
Pakistan	\$0.175
Panama	\$0.131
Paraguay	\$0.535
Peru	\$0.785
Philippines	\$0.742
Poland	\$0.065
Portugal	\$0.469
Reunion Island	\$0.567
Romania	\$0.371
Russia	\$0.218
San Marino	\$0.240
Saudi Arabia	\$0.895
Senegal	\$0.556
Serbia	\$0.458
Seychelles Islands	\$0.873
Singapore	\$0.022
Slovakia	\$0.513
South Africa	\$0.109
Spain	\$0.436
Sri Lanka	\$0.436
St Kitts & Nevis	\$0.425
St Lucia	\$0.393
St Pierre & Miquelon	\$0.753

* - Billed in initial increments of 30 seconds and in 1 second increments thereafter

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7.9 AT&T Direct Toll-Free Service – Other Countries (continued)

Direct Toll-Free	
Country	Per Minute for All Rate Period*
St. Vincent & The Grenadines	\$0.415
Suriname	\$0.545
Sweden	\$0.545
Switzerland	\$0.316
Taiwan	\$0.502
Thailand	\$0.556
Trinidad & Tobago	\$0.207
Turkey	\$0.327
Turks & Caicos Islands	\$0.327
Ukraine	\$0.491
United Arab Emirates	\$0.545
United Kingdom	\$0.022
Uruguay	\$0.153
Uzbekistan	\$0.262
Venezuela	\$0.469
Vietnam	\$0.524
Zambia	\$0.109
Zimbabwe	\$0.273

* - Billed in initial increments of 30 seconds and in 1 second increments thereafter

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7.10 International Calling Capability: Mainland – Canada/Mexico

	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week Including Holidays and Rate Periods*	Per Minute for All Days of the Week Including Holidays and Rate Periods*
Canada	\$0.013	\$0.025
Mexico – Rate Schedule 1	\$0.000	\$0.000
* - Billed in initial increments of 18 seconds and in 6 Second increments thereafter		

	DEDICATED ACCESS		SWITCHED ACCESS	
	Peak Per Minute for All Days of the Week including Holidays and Rate Periods*	Off-Peak Per Minute for All Days of the Week including Holidays and Rate Periods*	Peak Per Minute for All Days of the Week including Holidays and Rate Periods*	Off-Peak Per Minute for All Days of the Week including Holidays and Rate Periods*
Mexico - Rate Schedule 2:				
Rate Tables 1 – 3	\$0.040	\$0.040	\$0.052	\$0.052
Rate Tables 4 – 6	\$0.040	\$0.040	\$0.052	\$0.052
Rate Tables 7 & 8	\$0.040	\$0.040	\$0.052	\$0.052
* - Billed in Per Minute increments				

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7.11 International Calling Capability: Mainland - All Other Countries - If Customer's total traffic to any one of these countries exceeds 1,000,000 minutes of use per month, AT&T reserves the right to invoke GP-9.5 Access Arbitrage clause in the General Provisions of the AT&T Service Guide.

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Afghanistan	\$0.455	\$0.467
Albania	\$0.218	\$0.230
Algeria	\$0.130	\$0.142
Andorra	\$0.048	\$0.058
Angola	\$0.202	\$0.213
Anguilla	\$0.203	\$0.215
Antarctica (Casey)	\$4.168	\$4.180
Antarctica (Scott)	\$3.058	\$3.068
Antigua (Including Barbuda)	\$0.297	\$0.308
Argentina	\$0.017	\$0.028
Armenia	\$0.183	\$0.195
Aruba	\$0.182	\$0.192
Ascension Island	\$3.528	\$3.540
Australia	\$0.018	\$0.030
Austria	\$0.043	\$0.055
Azerbaijan	\$0.463	\$0.475
Bahamas	\$0.223	\$0.235
Bahrain	\$0.107	\$0.118
Bangladesh, Peoples Republic of	\$0.093	\$0.105
Barbados	\$0.297	\$0.308
Belarus	\$0.543	\$0.555
Belgium	\$0.030	\$0.040
Belize	\$0.447	\$0.458
Benin, Peoples Republic of	\$0.450	\$0.462
Bermuda	\$0.060	\$0.072
Bhutan	\$0.203	\$0.215
Bolivia	\$0.162	\$0.173
Bosnia-Herzegovina, Republics of	\$0.280	\$0.292
Botswana	\$0.183	\$0.195

* - Billed in initial increments of 18 seconds and in 6 second increments thereafter

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7.11 International Calling Capability: Mainland - All Other Countries (continued)- If Customer's total traffic to any one of these countries exceeds 1,000,000 minutes of use per month, AT&T reserves the right to invoke GP-9.5 Access Arbitrage clause in the General Provisions of the AT&T Service Guide.

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Brazil	\$0.055	\$0.065
British Virgin Islands	\$0.217	\$0.227
Brunei	\$0.058	\$0.068
Bulgaria	\$0.095	\$0.107
Burkina Faso	\$0.517	\$0.528
Burma (Myanmar)	\$0.652	\$0.663
Burundi	\$0.323	\$0.335
Cambodia	\$0.100	\$0.110
Cameroon	\$0.290	\$0.302
Cape Verde Islands	\$0.388	\$0.400
Cayman Islands	\$0.125	\$0.135
Central African Republic	\$0.760	\$0.772
Chad, Republic of	\$0.560	\$0.572
Chile	\$0.062	\$0.073
China, Peoples Republic of	\$0.013	\$0.025
Christmas & Cocos Islands	\$1.170	\$1.182
Colombia	\$0.063	\$0.075
Comoros, Federal & Islamic Republic of	\$0.598	\$0.608
Congo, Republic of	\$0.567	\$0.578
Cook Islands	\$1.377	\$1.388
Costa Rica	\$0.065	\$0.075
Croatia, Republic of	\$0.025	\$0.037
Cuba	\$2.133	\$2.145
Cyprus	\$0.017	\$0.028
Czech Republic	\$0.045	\$0.055
Denmark	\$0.020	\$0.030
Diego Garcia	\$1.252	\$1.263
Djibouti, Republic of	\$0.732	\$0.743
Dominica	\$0.205	\$0.217

* - Billed in initial increments of 18 seconds and in 6 second increments thereafter

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7.11 International Calling Capability: Mainland - All Other Countries (continued) - If Customer's total traffic to any one of these countries exceeds 1,000,000 minutes of use per month, AT&T reserves the right to invoke GP-9.5 Access Arbitrage clause in the General Provisions of the AT&T Service Guide.

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Dominican Republic	\$0.068	\$0.080
East Timor	\$1.347	\$1.358
Ecuador	\$0.227	\$0.238
Egypt, Arab Republic of	\$0.192	\$0.203
El Salvador	\$0.278	\$0.290
Equatorial Guinea, Republic of	\$0.445	\$0.457
Eritrea	\$0.545	\$0.557
Estonia	\$0.037	\$0.047
Ethiopia	\$0.530	\$0.542
Faeroe Islands	\$0.273	\$0.285
Falkland Islands	\$1.922	\$1.932
Fiji Islands	\$0.548	\$0.560
Finland	\$0.062	\$0.073
France	\$0.012	\$0.023
French Antilles	\$0.040	\$0.052
French Guiana	\$0.100	\$0.110
French Polynesia	\$0.460	\$0.472
Gabon Republic	\$0.822	\$0.833
Gambia	\$1.092	\$1.103
Georgia	\$0.148	\$0.158
Germany	\$0.015	\$0.027
Ghana	\$0.530	\$0.542
Gibraltar	\$0.053	\$0.063
Greece	\$0.012	\$0.023
Greenland	\$0.920	\$0.932
Grenada (Including Carriacou)	\$0.225	\$0.235
Guadeloupe	\$0.040	\$0.052
Guantanamo (U.S. Naval Base)	\$2.132	\$2.143
Guatemala	\$0.163	\$0.175

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7.11 International Calling Capability: Mainland - All Other Countries (continued) - If Customer's total traffic to any one of these countries exceeds 1,000,000 minutes of use per month, AT&T reserves the right to invoke GP-9.5 Access Arbitrage clause in the General Provisions of the AT&T Service Guide.

	DEDICATED ACCESS	SWITCHED ACCESS
Country/Area	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Guinea, Peoples Revolutionary Republic	\$0.952	\$0.963
Guinea-Bissau	\$0.907	\$0.918
Guyana	\$0.625	\$0.635
Haiti	\$0.495	\$0.507
Honduras	\$0.235	\$0.247
Hong Kong	\$0.015	\$0.027
Hungary	\$0.017	\$0.028
Iceland	\$0.027	\$0.037
India	\$0.027	\$0.038
Indonesia	\$0.110	\$0.122
Iran	\$0.168	\$0.180
Iraq	\$0.175	\$0.185
Ireland	\$0.013	\$0.025
Israel	\$0.027	\$0.038
Italy	\$0.028	\$0.038
Ivory Coast, Republic of	\$0.453	\$0.465
Jamaica	\$0.145	\$0.157
Japan	\$0.043	\$0.055
Jordan	\$0.213	\$0.225
Kazakhstan	\$0.095	\$0.107
Kenya, Republic of	\$0.168	\$0.180
Kiribati	\$1.252	\$1.263
Korea, North	\$1.183	\$1.193
Korea, South	\$0.088	\$0.100
Korea, South	\$0.025	\$0.037
Kuwait	\$0.252	\$0.263
Kyrgyzstan	\$0.257	\$0.268
Laos	\$0.117	\$0.127
Latvia	\$0.067	\$0.078
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7.11 International Calling Capability: Mainland - All Other Countries (continued)- If Customer's total traffic to any one of these countries exceeds 1,000,000 minutes of use per month, AT&T reserves the right to invoke GP-9.5 Access Arbitrage clause in the General Provisions of the AT&T Service Guide.

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Lebanon	\$0.252	\$0.263
Lesotho	\$0.435	\$0.447
Liberia	\$0.873	\$0.885
Libyan Arab Peoples Socialist Jam ahiriya	\$0.473	\$0.485
Liechtenstein	\$0.170	\$0.182
Lithuania	\$0.083	\$0.095
Luxembourg	\$0.053	\$0.065
Macao	\$0.053	\$0.065
Macedonia ,Former Yugoslavia	\$0.183	\$0.195
Madagascar, Democratic Republic of	\$0.962	\$0.973
Malawi	\$0.168	\$0.180
Malaysia	\$0.020	\$0.032
Maldives, Republic of	\$1.638	\$1.650
Mali, Republic of	\$0.475	\$0.485
Malta, Republic of	\$0.050	\$0.062
Marshall Islands	\$0.433	\$0.443
Mauritania, Islamic Republic of	\$0.935	\$0.947
Mauritius	\$0.935	\$0.947
Micronesia, Federated States of	\$0.398	\$0.410
Moldova	\$0.297	\$0.307
Monaco (including Kosovo)	\$0.155	\$0.167
Mongolian Peoples Republic	\$0.063	\$0.075
Montenegro	\$0.263	\$0.273
Montserrat	\$0.358	\$0.370
Morocco, Kingdom of	\$0.085	\$0.097
Mozambique	\$0.167	\$0.178
Namibia	\$0.132	\$0.142
Nauru	\$1.808	\$1.818
Nepal	\$0.357	\$0.367

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7.11 International Calling Capability: Mainland - All Other Countries (continued) - If Customer's total traffic to any one of these countries exceeds 1,000,000 minutes of use per month, AT&T reserves the right to invoke GP-9.5 Access Arbitrage clause in the General Provisions of the AT&T Service Guide.

	DEDICATED ACCESS	SWITCHED ACCESS
Country/Area	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Netherlands	\$0.257	\$0.268
Netherlands Antilles	\$0.257	\$0.268
Nevis	\$0.268	\$0.278
New Caledonia	\$0.370	\$0.382
New Zealand	\$0.022	\$0.033
Nicaragua	\$0.267	\$0.277
Niger, Republic of	\$0.443	\$0.453
Nigeria, Federal Republic of	\$0.208	\$0.218
Niue	\$2.502	\$2.513
Norfolk Island	\$2.558	\$2.568
Norway (Including Svalbard)	\$0.032	\$0.043
Oman	\$0.238	\$0.250
Pakistan	\$0.252	\$0.263
Palau, Republic of	\$0.530	\$0.542
Panama, Republic of	\$0.098	\$0.108
Papua New Guinea	\$1.392	\$1.402
Paraguay	\$0.093	\$0.105
Peru	\$0.073	\$0.085
Philippines	\$0.243	\$0.253
Poland, Peoples Republic of	\$0.032	\$0.042
Portugal	\$0.033	\$0.043
Qatar	\$0.335	\$0.347
Reunion Island (Including Mayotte)	\$0.210	\$0.222
Romania, Socialist Republic of	\$0.047	\$0.058
Russia	\$0.060	\$0.072
Rwanda	\$0.357	\$0.368
San Marino	\$0.517	\$0.528
Sao Tome	\$1.947	\$1.958
Saudi Arabia	\$0.247	\$0.258

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7.11 International Calling Capability: Mainland - All Other Countries (continued) - If Customer's total traffic to any one of these countries exceeds 1,000,000 minutes of use per month, AT&T reserves the right to invoke GP-9.5 Access Arbitrage clause in the General Provisions of the AT&T Service Guide.

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Senegal Republic	\$0.390	\$0.402
Serbia	\$0.263	\$0.273
Seychelles Islands	\$0.577	\$0.588
Sierra Leone	\$0.938	\$0.950
Singapore, Republic of	\$0.012	\$0.023
Slovakia	\$0.070	\$0.082
Slovenia, Republic of	\$0.048	\$0.058
Solomon Islands	\$2.050	\$2.062
Somali Republic	\$0.845	\$0.857
South Africa, Republic of	\$0.068	\$0.080
Spain	\$0.015	\$0.025
Sri Lanka	\$0.277	\$0.288
St. Helena	\$2.283	\$2.295
St. Kitts	\$0.268	\$0.278
St. Lucia	\$0.223	\$0.235
St. Pierre & Miquelon	\$0.360	\$0.372
St. Vincent & The Grenadines	\$0.267	\$0.277
Sudan	\$0.202	\$0.213
Suriname, Republic of	\$0.268	\$0.280
Swaziland	\$0.103	\$0.115
Sweden	\$0.012	\$0.023
Switzerland	\$0.032	\$0.042
Syrian Arab Republic	\$0.213	\$0.225
Taiwan	\$0.110	\$0.122
Tajikistan	\$0.337	\$0.348
Tanzania	\$0.558	\$0.568
Thailand	\$0.043	\$0.055
Togo, Republic of	\$0.732	\$0.743
Tonga Islands	\$0.842	\$0.853

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7.11 International Calling Capability: Mainland - All Other Countries (continued)- If Customer's total traffic to any one of these countries exceeds 1,000,000 minutes of use per month, AT&T reserves the right to invoke GP-9.5 Access Arbitrage clause in the General Provisions of the AT&T Service Guide.

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Trinidad & Tobago	\$0.177	\$0.188
Tunisia	\$0.857	\$0.867
Turkey	\$0.032	\$0.043
Turkmenistan	\$0.237	\$0.248
Turks & Caicos Islands	\$0.225	\$0.235
Tuvalu	\$1.210	\$1.222
Uganda	\$0.210	\$0.222
Ukraine	\$0.197	\$0.207
United Arab Emirates	\$0.363	\$0.375
United Kingdom	\$0.013	\$0.025
Uruguay	\$0.108	\$0.120
Uzbekistan	\$0.122	\$0.133
Vanuatu, Republic of	\$1.113	\$1.125
Venezuela	\$0.092	\$0.103
Vietnam, Socialist Republic of	\$0.143	\$0.155
Wallis & Fortuna Islands	\$1.100	\$1.110
Western Samoa	\$1.055	\$1.067
Yemen, Republic of	\$0.325	\$0.335
Zaire, Republic of	\$0.967	\$0.978
Zambia	\$0.155	\$0.167
Zimbabwe	\$0.197	\$0.208

* - Billed in initial increments of 18 seconds and in 6 second increments thereafter

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7.12 AT&T SDN OneNet International Calling Capability: Mainland – Other Countries – Mobile Termination

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Albania	\$0.733	\$0.745
Algeria	\$0.682	\$0.693
Andorra	\$0.518	\$0.530
Angola	\$0.202	\$0.213
Anguilla	\$0.478	\$0.490
Antigua (Including Barbuda)	\$0.520	\$0.530
Argentina	\$0.412	\$0.423
Armenia	\$0.373	\$0.383
Aruba	\$0.447	\$0.458
Australia	\$0.202	\$0.213
Austria	\$0.410	\$0.422
Azerbaijan	\$0.713	\$0.725
Bahamas	\$0.433	\$0.443
Bahrain	\$0.197	\$0.207
Bangladesh, Peoples Republic of	\$0.098	\$0.110
Barbados	\$0.520	\$0.530
Belarus	\$1.005	\$1.017
Belgium	\$0.360	\$0.372
Belize	\$0.482	\$0.493
Benin, Peoples Republic of	\$0.450	\$0.462
Bermuda	\$0.067	\$0.078
Bhutan	\$0.203	\$0.215
Bolivia	\$0.317	\$0.327
Bosnia-Herzegovina, Republics of	\$0.658	\$0.670
Botswana	\$0.453	\$0.465
Brazil	\$0.610	\$0.622
British Virgin Islands	\$0.467	\$0.477
Brunei	\$0.063	\$0.075

* - Billed in initial increments of 18 seconds and in 6 second increments thereafter

State of Nevada WK-TBD-9TG2KL Ver5	For AT&T Administrative Use Only
Must sign by April 16, 2015	Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____

Pricing Schedule for AT&T OneNet BTB

7.12 AT&T SDN OneNet International Calling Capability: Mainland – Other Countries – Mobile Termination - (continued)

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Bulgaria	\$0.847	\$0.858
Burkina Faso	\$0.582	\$0.593
Burma (Myanmar)	\$0.667	\$0.678
Burundi	\$0.323	\$0.335
Cambodia	\$0.100	\$0.110
Cameroon	\$0.533	\$0.545
Cape Verde Islands	\$0.598	\$0.610
Cayman Islands	\$0.335	\$0.345
Chile	\$0.412	\$0.422
China, Peoples Republic of	\$0.013	\$0.025
Colombia	\$0.135	\$0.147
Comoros, Federal & Islamic Republic of	\$0.843	\$0.855
Congo, Republic of	\$0.800	\$0.810
Costa Rica	\$0.110	\$0.122
Croatia, Republic of	\$0.592	\$0.603
Cuba	\$2.133	\$2.145
Cyprus	\$0.060	\$0.072
Czech Republic	\$0.150	\$0.162
Denmark	\$0.138	\$0.150
Djibouti, Republic of	\$0.752	\$0.763
Dominica	\$0.453	\$0.463
Dominican Republic	\$0.182	\$0.463
East Timor	\$1.347	\$1.358
Ecuador	\$0.500	\$0.512
Egypt, Arab Republic of	\$0.230	\$0.242
El Salvador	\$0.405	\$0.417
Equatorial Guinea, Republic of	\$0.448	\$0.460
Eritrea	\$0.545	\$0.557

* - Billed in initial increments of 18 seconds and in 6 second increments thereafter

State of Nevada
WK-TBD-9TG2KL Ver5

For AT&T Administrative Use Only

Must sign by April 16, 2015

Master Agreement No. _____
Pricing Schedule No. _____
Original Effective Date: _____
Effective Date of Amendment: _____

Pricing Schedule for AT&T OneNet BTB

7.12 AT&T SDN OneNet International Calling Capability: Mainland – Other Countries – Mobile Termination -
(continued)

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Estonia	\$0.447	\$0.458
Ethiopia	\$0.532	\$0.542
Faeroe Islands	\$0.273	\$0.285
Fiji Islands	\$0.548	\$0.560
Finland	\$0.112	\$0.123
France	\$0.055	\$0.067
French Antilles	\$0.040	\$0.052
French Guiana	\$0.640	\$0.650
French Polynesia	\$0.662	\$0.673
Gabon Republic	\$0.822	\$0.833
Gambia	\$1.097	\$1.108
Georgia	\$0.282	\$0.293
Germany	\$0.132	\$0.143
Ghana	\$0.530	\$0.542
Gibraltar	\$0.427	\$0.438
Greece	\$0.160	\$0.172
Greenland	\$1.162	\$1.173
Grenada (Including Carriacou)	\$0.320	\$0.332
Guadeloupe	\$0.168	\$0.180
Guatemala	\$0.283	\$0.295
Guinea, Peoples Revolutionary Republic	\$1.133	\$1.143
Haiti	\$0.637	\$0.648
Honduras	\$0.268	\$0.280
Hong Kong	\$0.015	\$0.027
Hungary	\$0.063	\$0.073
Iceland	\$0.143	\$0.153
India	\$0.028	\$0.040
Indonesia	\$0.150	\$0.160

* - Billed in initial increments of 18 seconds and in 6 second increments thereafter

State of Nevada WK-TBD-9TG2KL Ver5 Must sign by April 16, 2015	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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Pricing Schedule for AT&T OneNet BTB

7.12 AT&T SDN OneNet International Calling Capability: Mainland – Other Countries – Mobile Termination - (continued)

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Iran	\$0.225	\$0.235
Iraq	\$0.260	\$0.272
Ireland	\$0.288	\$0.300
Israel	\$0.060	\$0.072
Italy	\$0.208	\$0.220
Ivory Coast, Republic of	\$0.608	\$0.618
Jamaica	\$0.525	\$0.537
Japan	\$0.263	\$0.273
Jordan	\$0.277	\$0.288
Kazakhstan	\$0.233	\$0.243
Kenya, Republic of	\$0.305	\$0.317
Kuwait	\$0.252	\$0.263
Kyrgyzstan	\$0.257	\$0.268
Laos	\$0.117	\$0.127
Latvia	\$0.195	\$0.207
Lebanon	\$0.475	\$0.485
Lesotho	\$0.435	\$0.447
Liberia	\$0.873	\$0.885
Libyan Arab Peoples Socialist Jamahiriya	\$0.688	\$0.698
Liechtenstein	\$1.087	\$1.097
Lithuania	\$0.252	\$0.525
Luxembourg	\$0.333	\$0.345
Macao	\$0.053	\$0.065
Macedonia, Former Yugoslavia	\$0.790	\$0.802
Madagascar, Democratic Republic of	\$1.743	\$1.755
Malawi	\$0.245	\$0.257
Malaysia	\$0.063	\$0.073
Mali, Republic of	\$0.633	\$0.645

* - Billed in initial increments of 18 seconds and in 6 second increments thereafter

State of Nevada
WK-TBD-9TG2KL Ver5

For AT&T Administrative Use Only

Must sign by April 16, 2015

Master Agreement No. _____
Pricing Schedule No. _____
Original Effective Date: _____
Effective Date of Amendment: _____

Pricing Schedule for AT&T OneNet BTB

7.12 AT&T SDN OneNet International Calling Capability: Mainland – Other Countries – Mobile Termination - (continued)

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Malta, Republic of	\$0.327	\$0.337
Marshall Islands	\$0.433	\$0.443
Mauritania, Islamic Republic of	\$0.935	\$0.947
Mauritius	\$0.935	\$0.947
Moldova	\$0.547	\$0.557
Monaco (including Kosovo)	\$0.763	\$0.775
Montenegro	\$0.607	\$0.617
Montserrat	\$0.358	\$0.370
Morocco, Kingdom of	\$0.842	\$0.853
Mozambique	\$0.285	\$0.295
Namibia	\$0.392	\$0.403
Nepal	\$0.357	\$0.367
Netherlands	\$0.257	\$0.268
Netherlands Antilles	\$0.257	\$0.268
New Zealand	\$0.358	\$0.370
Nicaragua	\$0.495	\$0.505
Nigeria, Federal Republic of	\$0.208	\$0.218
Norway (Including Svalbard)	\$0.210	\$0.222
Oman	\$0.627	\$0.638
Pakistan	\$0.252	\$0.263
Palau, Republic of	\$0.530	\$0.542
Panama, Republic of	\$0.288	\$0.300
Papua New Guinea	\$1.392	\$1.402
Paraguay	\$0.280	\$0.292
Peru	\$0.298	\$0.308
Philippines	\$0.308	\$0.320
Poland, Peoples Republic of	\$0.182	\$0.193
Portugal	\$0.193	\$0.205

* - Billed in initial increments of 18 seconds and in 6 second increments thereafter .

State of Nevada WK-TBD-9TG2KL Ver5	For AT&T Administrative Use Only
Must sign by April 16, 2015	Master Agreement No: _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____

Pricing Schedule for AT&T OneNet BTB

7.12 AT&T SDN OneNet International Calling Capability: Mainland – Other Countries – Mobile Termination - (continued)

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Qatar	\$0.418	\$0.430
Reunion Island (Including Mayotte)	\$0.792	\$0.802
Romania, Socialist Republic of	\$0.217	\$0.227
Russia	\$0.305	\$0.317
Rwanda	\$0.628	\$0.640
San Marino	\$0.517	\$0.528
Saudi Arabia	\$0.295	\$0.307
Senegal Republic	\$0.523	\$0.535
Serbia	\$0.607	\$0.617
Sierra Leone	\$0.938	\$0.950
Singapore, Republic of	\$0.012	\$0.023
Slovakia	\$0.248	\$0.260
Slovenia, Republic of	\$0.353	\$0.365
South Africa, Republic of	\$0.243	\$0.255
Spain	\$0.142	\$0.153
Sri Lanka	\$0.277	\$0.288
St. Kitts & Nevis	\$0.517	\$0.527
St. Kitts	\$0.517	\$0.527
St. Lucia	\$0.502	\$0.512
St. Pierre & Miquelon	\$0.758	\$0.768
St. Vincent & The Grenadines	\$0.502	\$0.513
Sudan	\$0.298	\$0.310
Suriname, Republic of	\$0.388	\$0.400
Swaziland	\$0.348	\$0.360
Sweden	\$1.142	\$1.152
Switzerland	\$0.228	\$0.240
Syrian Arab Republic	\$0.343	\$0.355
Taiwan	\$0.227	\$0.238

* - Billed in initial increments of 18 seconds and in 6 second increments thereafter

State of Nevada WK-TBD-9TG2KL Ver5	For AT&T Administrative Use Only
Must sign by April 16, 2015	Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____

Pricing Schedule for AT&T OneNet BTB

7.12 AT&T SDN OneNet International Calling Capability: Mainland – Other Countries – Mobile Termination - (continued)

Country/Area	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Days of the Week including Holidays and Rate Periods*	Per Minute for All Days of the Week including Holidays and Rate Periods*
Tajikistan	\$0.337	\$0.348
Tanzania	\$0.558	\$0.568
Thailand	\$0.047	\$0.057
Trinidad & Tobago	\$0.455	\$0.467
Tunisia	\$0.857	\$0.867
Turkey	\$0.073	\$0.083
Turkmenistan	\$0.237	\$0.248
Turks & Caicos Islands	\$0.482	\$0.492
Uganda	\$0.210	\$0.222
Ukraine	\$0.370	\$0.382
United Arab Emirates	\$0.363	\$0.375
United Kingdom	\$0.193	\$0.205
Uruguay	\$0.438	\$0.450
Uzbekistan	\$0.195	\$0.207
Venezuela	\$0.515	\$0.527
Vietnam, Socialist Republic of	\$0.143	\$0.155
Western Samoa	\$1.097	\$1.108
Yemen, Republic of	\$0.330	\$0.342
Zaire, Republic of	\$0.967	\$0.978
Zambia	\$0.273	\$0.285
Zimbabwe	\$0.957	\$0.968

* - Billed in initial increments of 18 seconds and in 6 second increments thereafter

State of Nevada WK-TBD-9TG2KL Ver5	For AT&T Administrative Use Only
Must sign by April 16, 2015	Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____

Pricing Schedule for AT&T OneNet BTB

7.13 International Calling Capability: Mainland – Mexico – Mobile Termination

	DEDICATED ACCESS	SWITCHED ACCESS
	Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*	Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*
Mexico – Rate Schedule 1	\$0.000	\$0.000
* - Billed in initial increments of 18 seconds and in 6 Second increments thereafter		

	DEDICATED ACCESS		SWITCHED ACCESS	
	Peak Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*	Off-Peak Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*	Peak Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*	Off-Peak Per Minute for All Rate Steps and/or Rate Areas and Rate Periods*
Mexico Rate Schedule 2				
Rate Tables 1 – 3	\$0.100	\$0.100	\$0.112	\$0.112
Rate Tables 4 – 6	\$0.100	\$0.100	\$0.112	\$0.112
Rate Tables 7 & 8	\$0.100	\$0.100	\$0.112	\$0.112
* - Billed in Per Minute increments				

7.14 AT&T International End-to-End (E2E) Frame Relay Service (FRS)

International End-to-End Frame Relay Service Ports and PVCs NOTE: Not all speeds are available in all countries	Service Guide Schedule B as revised from time to time
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7.15 AT&T IP Enabled Frame Relay-International Service

AT&T IP Enabled Frame Relay-International Service PVCs NOTE: Not all speeds are available in all countries	Service Guide Schedule B as revised from time to time
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7.16 AT&T Bandwidth/Private Line Service

DS0 IOC	Service Guide Schedule B as revised from time to time
FT1 IOC	Service Guide Schedule B as revised from time to time
T1 IOC	Service Guide Schedule B as revised from time to time
T3 IOC	Service Guide Schedule B as revised from time to time
E-1 US Mainland IOC to Mexico	Service Guide Schedule A as revised from time to time

State of Nevada WK-TBD-9TG2KL Ver5	For AT&T Administrative Use Only
Must sign by April 16, 2015	Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____

Pricing Schedule for AT&T OneNet BTB

	time
OC-3 IOC	Service Guide Schedule B as revised from time to time
OC-3 Premium IOC	Service Guide Schedule B as revised from time to time
OC-12 IOC	Service Guide Schedule B as revised from time to time

7.17 AT&T Bandwidth Service/Access Channel

DS0 Access Channel (GDA)	Service Guide Schedule B as revised from time to time
DS0 Access Channels (DDLC1 and DDLC2)	Service Guide Schedule B as revised from time to time
T3 Access Channel	Service Guide Schedule B as revised from time to time
VG Access Channel	Service Guide Schedule B as revised from time to time

7.18 AT&T OC-3 Access Channel

OC-3 Access Channel(excluding meet point arrangements)	Service Guide Schedule A as revised from time to time
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7.19 T1 Access Channels – only Access Channels furnished between the Customer Site and the designated AT&T POP for connection to an AT&T network service

T1 Access Channel		
Mileage	Fixed Monthly Charge	Per Mile Charge
0	\$270.00	\$0.00
1-5	\$340.00	\$0.00
6-10	\$372.00	\$0.00
11-20	\$462.00	\$0.00
21-50	\$660.00	\$0.00
51+	\$500.00	\$6.50

State of Nevada WK-TBD-9TG2KL Ver5 Must sign by April 16, 2015	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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Pricing Schedule for AT&T OneNet BTB

7.20 AT&T Bandwidth Service/International Private Line

AT&T International Satellite Shared Earth Station Service Channel	Service Guide Schedule B as revised from time to time
AT&T International Half-Channel	Service Guide Schedule B as revised from time to time
AT&T International End-to-End Service Channel	Service Guide Schedule B as revised from time to time
AT&T International Full-Channel	Service Guide Schedule B as revised from time to time



**AT&T INTRASTATE SERVICES FOR
AT&T SDN ONENET®, MEGACOM® 800 and 800 ReadyLine
Pricing Schedule**

ATTACHMENT AA-2

	AT&T MA Reference No.
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Customer("Customer")	AT&T("AT&T")
State of Nevada Street Address : 515 E Musser St. Suite 300 City : Carson City State : NV Zip Code : 89701 Country : US	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Contact
Name : Greg Smith Title : Administrator Purchasing division Telephone : 775-684-0170 Fax : Email : gsmith@purchasing.state.nv.us <u>Address for notices, if different from above :</u> Street Address : 515 E Musser St. Suite 300 City : Carson City State : NV Zip Code: 89701 Country : US Customer Account Number or Master Account Number :	Account Rep Name : Michael Pfaff Title : Telephone : 916-806-4452 Fax : Email : mp9631@att.com Street Address : 2700 Watt Ave Rm 4114 City : Carson City State : NV Zip Code : 89701 <u>With a copy to:</u> 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) <input type="checkbox"/> Primary Sales Contact	
Name : Company Name : Agent Street Address : City : State : Zip Code : Telephone : Fax : Email : Agent Code :	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Shannon Berry</i>	By: <i>Patrick Gleason</i>
Name : <i>Shannon Berry</i> <i>Assistant Chief Procurement Officer</i>	Name : PATRICK GLEASON ASSOC DIR CUSTOMER CONTRACTS
Title :	Title :
Date : <i>6/5/15</i>	Date : <i>5-27-2015</i>

State of Nevada WK # TBD – 1-2W8AKRO ver3 Please sign by : 03/15/2015	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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**Pricing Schedule for AT&T Intrastate Voice Services for
AT&T SDN ONENET®, MEGACOM® 800 and 800 ReadyLine**

1. SERVICES

Service	Service Publication	Service Publication Location
<ul style="list-style-type: none"> • SDN/OneNet • Megacom800 • 800 ReadyLine 	See State Specific Business Publications <ul style="list-style-type: none"> • See 'Learn More' - State Tariffs, • Service Guides/Tariffs, • Custom Network Services 	http://www.att.com/servicepublications

2. JURISDICTION AND TARIFF REFERENCE

State	Service Provider	Service Publication (incorporated by reference)
Nevada	AT&T Corp.	Service Guide - Custom Network Services

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Coterminous with the agreement, MARC Schedule or Pricing Schedule identified in Section 4, below
Pricing Schedule Term Start Date	First day of first full billing cycle after Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule
Pricing Schedule Term Renewal Option	Upon the mutual agreement of the parties, Customer may extend Pricing Schedule Term for two additional two-year period(s) upon written notice to AT&T at least forty-five (45) days prior to the last day of the original Pricing Schedule Term or first renewal period if applicable

4. MARC AND MARC-ELIGIBLE CHARGES

MARC under this Pricing Schedule	None
MARC required to exist under an AT&T interstate voice/data agreement for the rates and discounts under this Pricing Schedule to be effective	\$ 0.00

4.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	All services contained in this pricing schedule
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5. DISCOUNTS

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 4.

State of Nevada WK # TBD – 1-2W8AKRO ver3 Please sign by : 03/15/2015	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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**Pricing Schedule for AT&T Intrastate Voice Services for
AT&T SDN ONENET®, MEGACOM® 800 and 800 ReadyLine**

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

6.2. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide: http://serviceguidenew.att.com/sg_flashPlayerPage/GP
<p>The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Service") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.</p> <p>The Eligible Replacement Service(s) will be identified adjacent to the corresponding Affected Service in the General Provisions. Such Eligible Replacement Service(s) shall be provided to Customer pursuant to the terms of the applicable Service Publication.</p>	

7. RATES

- See Attached Rate Schedule Page(s)

Rates are provided on the attached rate pages in "cents per minute". The actual billing increments are:

SDN/OneNet	initial 18/additional 6 seconds
Megacom 800	initial 30/additional 1 seconds
800 ReadyLine	initial 30/additional 1 seconds

Section 7 – Rates (rates not provided will be billed at tariffed rates)										
Customer Name	State of Nevada									
State/ Commonwealth	SDN/OneNet									
	Cents Per Minute									
	Schedules A		Schedules B		Schedules C		800 ReadyLine		Megacom 800	
	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata
Nevada	\$0.040	\$0.040	\$0.031	\$0.031	\$0.027	\$0.273	\$0.044	\$0.044	\$0.033	\$0.033



AT&T CONFERENCING SERVICES
Pricing Schedule

ATTACHMENT AA-3
AT&T MA Reference No.

Customer	AT&T
State of Nevada Street Address: 515 E Musser St. Suite 300 City: Carson City State/Province: NV Zip Code: 89701 Country: USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Greg Smith Title: Administrator Purchasing division Street Address: 515 E Musser St. Suite 300 City: Carson City State/Province: NV Zip Code: 89701 Country: US Telephone: 775-684-0170 Fax: Email: gsmith@purchasing.state.nv.us Customer Account Number or Master Account Number:	Name: Michael Pfaff Street Address: 2700 Watt Ave Rm 4114 City: Sacramento State/Province: CA Zip Code: 95821 Country: US Telephone: 916-806-4452 Fax: Email: ,p9631@att.com Sales/Branch Manager: Mitch Prather SCVP Name: Chris Congo Sales Strata: GEM Sales Region: West With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Shannon Berry</i>	By: <i>[Signature]</i>
Name: <i>Shannon Berry</i>	Name: PATRICK GLEASON ASSOC DIR CUSTOMER CONTRACTS
Title: <i>Assistant Chief Procurement Officer</i>	Title:
Date: <i>6/5/15</i>	Date: <i>5-27-2015</i>

State of Nevada WK # TBD – 1-2W8AKRO ver3 Please sign by March 16, 2015	For AT&T Administrative Use Only AT&T MA Reference No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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Pricing Schedule for AT&T Conferencing Services

1. SERVICES

Service	Service Publication Location
AT&T Conferencing Services <ul style="list-style-type: none"> • AT&T Global Conference Service II Option • AT&T Connect@—Integrated Edition Service • IP to IP Access • AT&T Executive/Event/ Event Deluxe/Premier TeleConference Service • Digitized Replay 	http://serviceguidenew.att.com/sq_flashPlayerPage/ATC

Vendor Software	Vendor Software License Agreement
AT&T Connect End User License Agreement ("EULA")	http://www.corp.att.com/attconnectsupport/downloads/licensing/eula.html

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	48 months
Term Start Date and Effective Date of Rates and Discounts	First day of the first full billing cycle following the Effective Date of this Pricing Schedule
Pricing Schedule Term Renewal Option	Upon the mutual agreement of the parties, Customer may extend Pricing Schedule Term for two additional two-year period(s) upon written notice to AT&T at least forty-five (45) days prior to the last day of the original Pricing Schedule Term or first renewal period if applicable

3. MARC

3.1 MARC

MARC under this Pricing Schedule	None
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MARC required to exist under AT&T SDN OneNet BTB Service agreement or Pricing Schedule for the rates under this Pricing Schedule to be effective	\$0.00
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4. MARC-ELIGIBLE CHARGES, IN-COUNTRY BILLING METHOD

4.1 MARC-ELIGIBLE CHARGES

All Services provided under this Pricing Schedule.

5. DISCOUNTS

Service Components	Discount%
International Host Dial-Out and Operator Dial-Out Conference Calls, excluding AT&T Executive TeleConference Service	100%

State of Nevada WK # TBD – 1-2W8AKRO ver3 Please sign by March 16, 2015	For AT&T Administrative Use Only AT&T MA Reference No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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Pricing Schedule for AT&T Conferencing Services

6. PROMOTIONS, WAIVERS, NOTICE OF WITHDRAWAL

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule.

6.2 Waivers

Charges Waived	Waiver Package Option - D as specified in the Service Guide
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6.3 NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide: http://serviceguidenew.att.com/sg_flashPlayerPage/GP
<p>The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Service") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.</p> <p>The Eligible Replacement Service(s) will be identified adjacent to the corresponding Affected Service in the General Provisions. Such Eligible Replacement Service(s) shall be provided to Customer pursuant to the terms of the applicable Service Publication.</p>	

State of Nevada WK # TBD – 1-2W8AKRO ver3 Please sign by March 16, 2015	For AT&T Administrative Use Only AT&T MA Reference No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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Pricing Schedule for AT&T Conferencing Services

7. RATES

7.1 AT&T USA Operator Dial-Out

AT&T USA Operator Dial-Out per minute of use (USD)	0.000
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7.2 AT&T Global Conference Service II Option, International Host and Operator Dial-Out*

*Note: USA Dial-Out rate below applies for Host Dial-Out only. Operator Dial-Out rate to the USA is located in Section 7.1, AT&T USA Operator Dial-Out.

AT&T Global Conference Service II Option, International Host and Operator Dial-Out* – Standard Countries								
USD		Reservationless Automated Dial-In (RADI)		Reserved Automated Dial-In (ADI)		Reserved Operator Assisted Dial-In (OADI)		*Dial-Out (Call Me)
Country	Country Abbrev	Toll-Free per minute of use	Caller Paid per minute of use	Toll-Free per minute of use	Caller Paid per minute of use	Toll-Free per minute of use	Caller Paid per minute of use	*Dial-Out per minute of use
United States	USA	0.025	0.00	0.00	0.00	0.00	0.00	0.00

7.3 IP to IP Access

IP to IP Access	
Access	IP to IP Direct Dial/ Reservationless per minute of use (USD)
USA IP to IP Access	0.000

7.4 AT&T Executive, Event and Event Deluxe and Premier TeleConference Service

Call Type Dial In/Dial Out	Executive TeleConference Service	Event and Event Deluxe TeleConference Service	Premier TeleConference Service
	Price Per Port per minute of use	Price Per Port per minute of use	Price Per Port per minute of use
Domestic Operator Dial Out	\$0.000	\$0.000	\$0.000
Domestic Toll Free Dial In	\$0.000	\$0.000	\$0.000
Domestic Caller Paid Dial In	\$0.000	\$0.000	\$0.000

7.5 Digitized Replay

Call Type Digitized Replay	Usage Charge per minute of use (USD)
Toll-Free Dial-In Connection	0.00
Caller-Paid Dial-In Connection	0.00

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Pricing Schedule for AT&T Conferencing Services

7.6 AT&T Connect-Integrated Edition

7.6.1 Subscription

Service	Per Minute Per Participant Rate (USD)
Integrated Edition – Cost Per Minute	0.113

8. THIRD PARTY LICENSES

The Service and Software may incorporate, use, or access software not written or developed by AT&T but, instead, provided by third parties (Third Party Software). The license terms associated with any Third Party Software require that AT&T acknowledge those third parties and the license terms. Customer agrees that its use of the Service and any use by a Customer Affiliate is subject to the terms of Third Party Software Notices and/or Additional Terms and Conditions which can be found at <http://www.corp.att.com/attconnectsupport/downloads/licensing/thirdparty.html> (generally found in the "About" option in the Software). Customer and any Customer Affiliate who is permitted to use the Service agree to the terms of any and all such licenses, including any posted changes to these terms.

9. AT&T CONNECT END USER LICENSE AGREEMENT (EULA) If Customer chooses to distribute the Software to its employees and Customer Affiliates then Customer agrees to the provisions of the AT&T Connect End User License Agreement ("EULA"), which can be found at <http://www.corp.att.com/attconnectsupport/downloads/licensing/eula.html>. Customer shall ensure that its Users which install the Software through Customer's network, including but not limited to its employees, accept the terms and conditions under the EULA, prior to their use of the AT&T Connect Service.

ATTACHMENT BB

Insurance Schedule

Attachment BB

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. Each policy shall include the State of Nevada as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

The Contractor's required insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor or its representative shall provide that required insurance shall not be cancelled or non-renewed without providing at least thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, Should policy be canceled, non-renewed or coverage, Contractor or its representative shall provide that notices required by this paragraph shall be sent by certified mail, return receipt requested to the address shown on page one (1) of the Contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers eligible to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way

warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to (Teri Becker 515 E Musser suite 300 Carson City, NV 89701). The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors doing work hereunder as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. Contractor shall require reasonable and prudent coverage and limits from any subcontractor while working hereunder.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.



PATRICK GLEASON
ASSOC DIR CUSTOMER CONTRACTS

Independent Contractor's Signature

Date

Independent Contractor's Title

6-3-15

Greg Smith

Date

Title

Shannon Berry, ASO 6/5/15

Administrator, Purchasing Division