

AT&T COMMUNICATIONS  
Adm. Rates and Tariffs  
Bridgewater, NJ 08807  
Issued: September 8, 2000

CONTRACT TARIFF NO. 14439  
Original Title Page  
Effective: September 9, 2000

\*\* All material on this page is new. \*\*

CONTRACT TARIFF NO. 14439

TITLE PAGE

This Contract Tariff applies to ACCUNET T1.5 Access and Function Connections, M-24 Multiplexing Office Functions, AT&T Terrestrial 1.544 Mbps Local Channel Services and Access Coordination Functions for interstate or foreign communications in accordance with the Communications Act of 1934, as amended.

Telecommunication services provided under this Contract Tariff are furnished by means of wire, radio, satellite, fiber optics or any suitable technology or combination of technologies.

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**CONTRACT TARIFF NO. 14439**

**CHECK SHEET**

The Title Page and Pages 1 through 6 inclusive of this tariff are effective as of the date shown.

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**LIST OF CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS**

**Concurring Carriers - NONE**

**Connecting Carriers - NONE**

**Other Participating Carriers - NONE**

**EXPLANATION OF SYMBOLS - Coding of Tariff Revisions**

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

- R - to signify reduction.
- I - to signify increase.
- C - to signify changed regulation.
- T - to signify a change in text but no change in rate or regulation.
- S - to signify reissued matter.
- M - to signify matter relocated without change.
- N - to signify new rate or regulation.
- D - to signify discontinued rate or regulation.
- Z - to signify a correction.

Other marginal codes are used to direct the tariff reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, e.g., x, y and z. These codes may appear beside the page revision number in the page header or in the right margin opposite specific text.

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Attn: Rates and Tariffs  
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**TRADEMARKS AND SERVICE MARKS** - The following marks, to the extent, if any, used throughout this tariff, are trademarks and service marks of AT&T Corp.

Trademarks

None

Service Marks

ACCUNET

**EXPLANATION OF ABBREVIATIONS**

Adm. - Administrator  
Mbps - Megabits per second

**GENERAL PROVISIONS**

**Detariffing** - If during the term of this Contract Tariff, the AT&T Tariffs referenced herein ("Applicable AT&T Tariffs") are detariffed in whole or in part pursuant to a statutory change, order or requirement of a governmental or judicial authority of competent jurisdiction, then following such detariffing:

(i) the terms and conditions for the Services Provided will remain the same as those in this Contract Tariff, except that the relevant terms and conditions contained in the Applicable AT&T Tariffs will remain the same as those in effect as of the date AT&T detariffs in whole or in part those Applicable AT&T Tariff provisions, and will be incorporated as part of this Contract Tariff, and

(ii) the rates for the Services Provided will be:

(a) to the extent Applicable AT&T Tariff provisions remain filed and effective, those rates specified in such Applicable AT&T Tariff provisions, as amended from time to time; and

(b) to the extent that this Contract Tariff contains specific rates or rate schedules that would apply in lieu of (or in addition to) the rates or rate schedules in Applicable AT&T Tariffs, such specific Contract Tariff rates and rate schedules; and

(c) to the extent Applicable AT&T Tariff provisions are detariffed, and (b) preceding does not apply, those rates specified in the applicable AT&T Price Lists, as amended from time to time.

In all cases (a, b or c), the applicable rates shall continue to be subject to any discounts, waivers, credits, and restrictions on rate changes that may be contained in this Contract Tariff. Where rates and rate changes (both increases and decreases) would have been calculated by reference to a tariff rate that has been detariffed, rates and rate changes shall instead be calculated during the term of this Contract Tariff by reference to applicable AT&T Price Lists and (to the extent changes to tariff rates were permitted under this Contract Tariff) AT&T shall have the right to change its Price Lists from time to time.

All references to the AT&T Tariffs in this Contract Tariff shall be construed to mean the AT&T Tariffs specified herein, as well as the documents which will replace those Tariffs, including the AT&T Price Lists, when AT&T cancels those Tariffs.

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5. **Discounts** - The following discounts are the only discounts for the Services Provided under this Contract Tariff. No other discounts will apply. Unless modified below, the Base Discounts listed in this Section are the same discounts as specified in the AT&T tariffs referenced in Section 1, preceding, as amended from time to time.

**A. Base Discounts**

1. In lieu of any discounts specified in AT&T Tariff F.C.C. Nos. 9 and 11, the Customer will receive one of the following discounts, each month, on the AT&T Terrestrial 1.544 Mbps Local Channels connected to AT&T Services provided under this Contract Tariff.

Terrestrial 1.544 Local Channels & M-24s under an:	Term Commitment			
	24 to 35 months	36 to 47 months	48 to 59 months	60 months
AVA/UTA*	39%	48%	51%	54%
AVP**	29%	34%	36%	38%

\* An AVA with the Universal T1 Access (AVA/UTA) Arrangement is available to Customers that connect their AT&T Terrestrial 1.544 Mbps Local Channel service to an AT&T Switched Service or multiplexor provided under this CT. An AVA/UTA Arrangement under this CT allows AT&T to terminate the Customer's AT&T switched network minutes on the AVA/UTA Arrangement. The Customer must make available for AT&T use, at each AVA location, a minimum of an average of four DSO channels for each Terrestrial 1.544 Mbps Local Channel in use at that location. The term "AT&T switched network minutes" does not apply to nodal services using the local channel service as an access facility for services obtained at the AVA location nor to any switched network minutes billed to the Customer's AVA location, other than LDMS minutes associated with collect or credit card calls.

\*\* An AVP is available to Customers that connect their AT&T Terrestrial 1.544 Mbps Local Channel service to an AT&T Switched Service or multiplexor provided under this Contract Tariff. An AVP allows the Customer the use of all of the 24 channels in an AT&T Terrestrial 1.544 Mbps Local Channel.

**6. Classifications, Practices and Regulations**

**A.** Except as otherwise provided under this Contract Tariff, the rates and regulations that apply to the Services Provided specified in Section 1. are as set forth in the AT&T tariffs that are referenced in Section 1., as such tariffs are amended from time to time.

**B. Monitoring Conditions** - None.

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**CONTRACT TARIFF NO. 14439**

**1. Services Provided:**

**A. AT&T Private Line Services (AT&T Tariff F.C.C. No. 9) consisting of:**

1. AT&T ACCUNET T1.5 Access Connections
2. AT&T ACCUNET T1.5 Function Connections
3. AT&T ACCUNET T1.5 M-24 Multiplexing Office Functions

**B. AT&T Local Channel Services (AT&T Tariff F.C.C. No. 11) consisting of:**

1. AT&T Terrestrial 1.5 Mbps Local Channel Service and Associated Access Coordination Functions.

**1.1. Initial Quantities** - Beginning in the 1st month following the CISD, the Initial Quantities of AT&T Local Channel Services components are as follows:

- 1 AT&T Terrestrial 1.544 Mbps Local Channel

**2. Term of Contract; Renewal Options** - The Customer must select a term of not less than 24 nor more than 60 months. The term begins with the Customer's Initial Service Date (CISD). No renewal option is available for this Contract Tariff.

**3. Minimum Monthly Revenue Commitment** - The undiscounted Minimum Monthly Revenue Commitment (MMRC) is \$275.00 for each month of the Contract Tariff Term. If, in any month, the Customer fails to satisfy the MMRC, the Customer will be billed an amount equal to the difference between the MMRC and the undiscounted actual charges for that month.

**4. Contract Price**

**A. AT&T ACCUNET T1.5 Access Connections, Function Connections and M-24 Multiplexing Office Functions**

1. The Contract Price for the ACCUNET T1.5 Access Connections, Function Connections and M-24 Multiplexing Office Functions provided under this Contract Tariff is the same as the undiscounted Recurring and Nonrecurring Rates and Charges specified in AT&T Tariff F.C.C. No. 9, as amended from time to time.

**B. AT&T Local Channel Services and Access Coordination Functions**

1. The Contract Price for the AT&T Terrestrial 1.544 Mbps Local Channel Services and associated Access Coordination Functions provided under this Contract Tariff is the same as the undiscounted Recurring and Nonrecurring Rates and Charges specified in AT&T Tariff F.C.C. No. 11, as amended from time to time.

\*\* All material on this page is new. \*\*

**5. Discounts** - The following discounts are the only discounts for the Services Provided under this Contract Tariff. No other discounts will apply. Unless modified below, the Base Discounts listed in this Section are the same discounts as specified in the AT&T tariffs referenced in Section 1, preceding, as amended from time to time.

**A. Base Discounts**

1. In lieu of any discounts specified in AT&T Tariff F.C.C. Nos. 9 and 11, the Customer will receive one of the following discounts, each month, on the AT&T Terrestrial 1.544 Mbps Local Channels connected to AT&T Services provided under this Contract Tariff.

Terrestrial 1.544 Local Channels & M-24s under an:	Term Commitment			
	24 to 35 months	36 to 47 months	48 to 59 months	60 months
AVA/UTA*	39%	48%	51%	54%
AVP**	29%	34%	36%	38%

\* An AVA with the Universal T1 Access (AVA/UTA) Arrangement is available to Customers that connect their AT&T Terrestrial 1.544 Mbps Local Channel service to an AT&T Switched Service or multiplexor provided under this CT. An AVA/UTA Arrangement under this CT allows AT&T to terminate the Customer's AT&T switched network minutes on the AVA/UTA Arrangement. The Customer must make available for AT&T use, at each AVA location, a minimum of an average of four DSO channels for each Terrestrial 1.544 Mbps Local Channel in use at that location. The term "AT&T switched network minutes" does not apply to nodal services using the local channel service as an access facility for services obtained at the AVA location nor to any switched network minutes billed to the Customer's AVA location, other than LDMS minutes associated with collect or credit card calls.

\*\* An AVP is available to Customers that connect their AT&T Terrestrial 1.544 Mbps Local Channel service to an AT&T Switched Service or multiplexor provided under this Contract Tariff. An AVP allows the Customer the use of all of the 24 channels in an AT&T Terrestrial 1.544 Mbps Local Channel.

**6. Classifications, Practices and Regulations**

**A.** Except as otherwise provided under this Contract Tariff, the rates and regulations that apply to the Services Provided specified in Section 1, are as set forth in the AT&T tariffs that are referenced in Section 1., as such tariffs are amended from time to time.

**B. Monitoring Conditions** - None.

\*\* All material on this page is new. \*\*

**6. Classifications, Practices and Regulations (continued)**

**C. Promotions, Credits and Waivers** - The Customer is ineligible for any promotions, credits or waivers for the Services Provided under this Contract Tariff, which are filed or which may be filed in AT&T Tariff F.C.C. Nos. 9 and 11 for the same services and service components installed under this Contract Tariff.

The following waivers will be applied to the Customer's bill for the Services Provided under this Contract Tariff, provided the Customer is current in payment to AT&T for all services provided under this Contract Tariff at the time the waiver is to be applied. If the Customer is not current in its payment, the waiver will not be applied until payment is made for all outstanding charges. If at the end of the Contract Tariff Term the Customer has not fully used any or all of the waivers specified in this Section, the residual value of any such waivers will be set to zero and will not be applied to any other AT&T services.

1. AT&T will waive the nonrecurring Installation Charges for new MSVPP-eligible AT&T Terrestrial 1.544 Mbps service components and MSVPP-eligible and Nodal AT&T Terrestrial 1.544 Mbps Local Channel Services and associated function connections provided such service components: (1) are installed on or after the CISD; (2) are not disconnected and reconnected after the CISD and (3) remain in service for at least 12 months, except for upgrades to higher speeds, moves and rearrangements. If a service component is disconnected for any reason prior to the end of the 12 month period AT&T will bill the Customer and the Customer is responsible for the amount of the Installation Charges that have been waived under this Section for each service component discontinued. However, the obligation to retain service for 12 months expires at the end of the Contract Tariff Term.

2. AT&T will waive the recurring Monthly Charges for now and/or existing AT&T Terrestrial 1.544 Mbps Local Channel Access Coordination Functions, ACCUNET T1.5 Access Connections and M-24 Multiplexing Office Functions associated with AT&T Terrestrial 1.544 Mbps Local Channels connected to AT&T Services under this CT, associated with up to 50 AT&T Terrestrial 1.544 Mbps Local Channels, provided such service components: (1) are installed and/or in service on or after the CISD; (2) are not disconnected and reconnected after the CISD and (3) remain in service for at least 12 months, except for upgrades to higher speeds, moves and rearrangements. If a service component is disconnected for any reason prior to the end of the 12 month period AT&T will bill the Customer and the Customer is responsible for the amount of the recurring Monthly Charges that had been waived under this Section for each service component discontinued. However, the obligation to retain service for 12 months expires at the end of the Contract Tariff Term.

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**6. Classifications, Practices and Regulations (continued)**

**D. Discontinuance** - In lieu of any Discontinuance Without Liability provisions that are specified in the AT&T Tariffs referenced in Section 1., preceding, the following provisions shall apply.

The Customer may discontinue this Contract Tariff prior to the end of the Contract Tariff Term, provided the Customer replaces this Contract Tariff with other AT&T Tariff F.C.C. Nos. 9 and 11 Services or another AT&T Contract Tariff for AT&T Tariff F.C.C. Nos. 9 and 11 Services having: (i) an equal or greater new monthly revenue commitment(s) and (ii) a new term equal to or greater than the remaining term, but not less than two years.

If the Customer discontinues this CT for any reason other than specified above, prior to the expiration of the CT Term, a Termination Charge will apply. The Termination Charge will be an amount equal to 35% of the sum of the unsatisfied MMRCs for the year in which the Customer discontinues this CT and 35% of the sum of the MMRCs for each year remaining in the CT Term. In addition, the Customer will also be billed an amount equal to the total waivers previously received on services components under this CT should the minimum in-service commitment period not be met by the termination date of the CT.

**E. Other Requirements** - Not Applicable

**F. Availability** - This Contract Tariff is available only to Customers who: (1) will order this Contract Tariff only once, either by the Customer or any Affiliate of the Customer, which is any entity that owns a controlling interest in either the Customer or an Affiliate of the Customer, or any entity in which a controlling interest is owned by either the Customer or an Affiliate of the Customer; (2) order service within 270 days after the effective date of this Contract Tariff for initial installation of the Services Provided under this Contract Tariff within 60 days after the date ordered; (3) have received an offer for substantially similar services from another provider at an equal or lower price in which the nonrecurring installation charges have been waived; (4) have an existing two year AT&T Switched Services commitment for \$1,000 per month or an existing two year AT&T InterSpan Frame Relay Service commitment of \$500 per month and (5) have a maximum of 50 AT&T Terrestrial 1.544 Mbps Local Channels.

AT&T Contract Tariff Service Order Attachment  
Cover Page

<b>CUSTOMER Legal Name ("Customer", "You" or "Your")</b> CITY OF COSTA MESA	<b>AT&amp;T Corp. ("AT&amp;T")</b> AT&T Corp.	<b>AT&amp;T Sales Contact Name</b> Steven Sleeper
<b>CUSTOMER Address</b> Addr: 79 FAIR DR City: COSTA MESA Country: State: CA Zip: 92626	<b>AT&amp;T Address</b> 55 Corporate Drive Bridgewater, New Jersey 08807	<b>AT&amp;T Sales Contact Address</b> Addr: 2 Northern Concourse Boulevard City: N Syracuse State: NY Country: Zip: 13212
<b>CUSTOMER Contact</b> Name: Jerry Verwolf Title: Telecom Mgr Telephone: 714-784-5142 Fax: 714-754-4911 Email:	<b>AT&amp;T Contact</b> Master Agreement Support Team Email: mast@atl.com url: http://ma.kweb.att.com/ Fax: 908-658-2562	<b>AT&amp;T Sales Contact Information</b> Telephone: 1 877 295-3883 Fax: Email: Branch Manager: Sales Strata: Sales Region:
<b>CUSTOMER Billing Address</b> 77 FAIR DRIVE COSTA MESA CA 92620	<b>Customer Account Information</b> Master Customer Number (MCN): 868940 Plan ID No.	Term: 36 Months Scan Ref #: 14439-0151592

This Service Order Attachment (including its addenda, if any) is an Attachment to the Master Agreement between Customer and AT&T dated \_\_\_\_\_ and is an integral part of that Agreement.

The domestic interstate services portion of the Contract Tariff ("CT") ordered hereunder has been detariffed, and the contract between the parties shall consist of the Master Agreement and the relevant portions of the CT and referenced AT&T tariffs ("Applicable Tariffs"), as those Applicable Tariffs may be modified from time to time. In addition, for such services, Section 9.2(iv) of the Master Agreement shall read as follows:

"FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT OR ANY ATTACHMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY YOU FOR THE APPLICABLE SERVICE UNDER THIS ATTACHMENT DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS SECTION 9.2(v) SHALL NOT LIMIT YOUR RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT."

The international services portion of the CT ordered hereunder is still required to be tariffed as of the date this Attachment is signed, and the tariff between the parties shall consist of the relevant portions of the CT and the Applicable Tariffs, as those Applicable Tariffs may be modified from time to time. In addition, the following Sections of the Master Agreement shall apply: 4, 5, 7, 9.5, 12.1 and 12.6. In the event that a court or administrative agency of competent jurisdiction determines during the Term of the CT that any of the tariffed services are not tariffable or must be detariffed, then the Detariffing provision in the Applicable Tariffs shall apply.

The order of priority in the event of inconsistency among terms shall be the CT, then the Master Agreement, and then the Applicable Tariffs.

Customer hereby places an order for:

- New AT&T Contract Tariff (attachment required)     Existing AT&T Contract Tariff No. (attachment required)     Raffle Of Existing AT&T Contract Tariff No. (attachment required)

Existing Pricing Plan Replacement/Discontinuance:

- Check here and identify any AT&T CT or other AT&T pricing plan being discontinued in conjunction with this order. Also specify the CT No., Plan ID No. or Main Billed Account No. (Note: Charges may apply as specified in the plan being discontinued.)  
CT No. \_\_\_\_\_ Plan ID No. \_\_\_\_\_ Main Billed Account No. \_\_\_\_\_

SIGNATURE BELOW BY YOU RAUTHORIZED REPRESENTATIVE IS YOUR CONSENT  
TO THE TERMS AND CONDOITS OF THIS SERVICE ORDER ATTACHEMENT

CUSTOMER: CITY OF COSTA MESA  
*Gerald L. Verwolf*  
(Authorized Signature)  
GERALD L. VERWOLF  
(Typed or Printed Name)  
TELECOM MGR  
(Title)  
4-27-01  
(Date)

AT&T CORP.  
  
(Authorized Signature)  
Judy Fero  
(Typed or Printed Name)  
Sales Center Vice President  
(Title)  
(Date)

070100

AT&amp;T PROPRIETARY

ma-vii-ct-sig.doc



CUSTOMER: City of Costa Mesa

AT&T

Full Address (include Country & Zip Code )  
~~2051 PLACENTIA AV~~ 79 FAIR DR  
Costa Mesa, CA ~~92627~~ 92626

Full Address (include Country & Zip Code )  
2 Northern Concourse Blvd  
North Syracuse, NY 13212  
AT&T Contact Steven Sleeper  
Phone No: +1 877 205-3883

Customer Contact Jerry Verwoff  
Phone No: (714) 754-5142  
Type of Sale: Retention

If existing give account information:

Account #: 1712221095001      MCN #: 868940      CID #: 50372074607  
Contract Tariff No. :  
Main Billed Number :  
Tax Exempt: No

Customer hereby places an order for the following AT&T UniPlan Service. Additional requirements may apply, including but not limited to, monitoring conditions, in place requirements, termination charges, and shortfall charges.

AT&T UNIPLAN OneRate Option  
IV-Ret Competitive  
IN07508/ZZ480427  
Term Plan: 36 mos.

CT Number: Illustrative  
attached

Annual Revenue: \$12,000.00

Discounts: Interstate: 59%

International: 43%

Intrastate: 33%

Local Services: Yes

## AT&T Service Order Attachment-Voice/Data Services

### GENERAL PROVISIONS

Except as otherwise provided in this Attachment, the provisions, rates and regulations that apply to the Services Provided specified in Section 1., following, are as set forth in AT&T Tariff F.C.C. No. 1, 2 and 14, as amended from time to time (the "Applicable Tariffs").

### 1. SERVICES PROVIDED

AT&T UNIPLAN Service OneRate Pricing Option IV (ORPO IV) and Associated Optional Domestic AT&T 800 Services

### 2. ATTACHMENT TERM, RENEWAL OPTIONS

The term of this Attachment is 3 Years. The term, discounts and rates commence beginning with the first full billing cycle following the Effective Date of this Attachment (EDA). The EDA is upon signature by both parties. No renewal option is available for this Attachment.

### 3. MINIMUM COMMITMENTS/CHARGES

The Minimum Annual Revenue Commitments (MARC) for the AT&T UNIPLAN Service ORPO IV and Associated Optional AT&T 800 Services provided under this Attachment is \$12,000 for each year of the Attachment Term.

The MARC will be satisfied by the Customer's total Gross Monthly Usage Charges (GMUC) for the Services Provided under this Attachment. If, on any anniversary of the EDA, the Customer has failed to satisfy the MARC for the preceding year, the Customer will be billed a shortfall charge in an amount equal to the difference between the MARC and the total of the actual GMUCs for that year.

The Customer may, upon written notice to AT&T at least 30 days prior to any anniversary of the EDA, commit to satisfy 10% or 20% of the MARC under this Attachment with AT&T UNIPLAN Service ORPO IV international GMUCs, for each year remaining in the Term. If, on any anniversary of the EDA following the Customer's election, the Customer has failed to satisfy the international commitment for the preceding year, the Customer will be billed a shortfall charge in an amount equal to the difference between the committed amount and the total of the actual international GMUCs for that year.

### 4. ATTACHMENT PRICE

AT&T reserves the right to increase rates for the Services Provided as a result of expenses incurred by AT&T relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses), regardless of any stabilization or rates that may appear in this Attachment.

If the Customer has elected to satisfy 10% of the MARC with AT&T UNIPLAN Service ORPO IV International usage charges, the Customer will receive the International Intense Rates specified in AT&T Tariff F.C.C. No. 1; or

If the Customer has elected to satisfy 20% of the MARC with AT&T UNIPLAN Service ORPO IV International usage charges, the Customer will receive the Global Option International Rates specified in AT&T Tariff F.C.C. No. 1.

### 5. DISCOUNTS

All discounts are applied in the same manner as specified in the AT&T Tariffs listed in Section 1., and no other discounts will apply.

### AT&T UNIPLAN Service ORPO IV and Associated Optional AT&T 800 Services

Discount	Applied to the total monthly Domestic Interstate AT&T UNIPLAN Service ORPO IV and Associated Optional Domestic Interstate AT&T 800 Services	On Amounts up to
50%		\$1,200,000
43%	International AT&T UNIPLAN Service ORPO IV and Associated Optional International AT&T 800 Services	\$1,200,000
33%	Other Qualified AT&T UNIPLAN Service ORPO IV and Associated Optional AT&T 800 Services	\$1,200,000

### 6. CLASSIFICATIONS, PRACTICES AND REGULATIONS

#### 6.1 PROMOTIONS

The Customer is ineligible for any promotions, credits or waivers filed in AT&T tariffs, except for the promotion(s) specified below, which even though such promotion(s) may be due to expire or have expired, remain available to any Customer who orders this Attachment during the Availability Period.

AT&T Tariff F.C.C. No.	Section Number	Expiration Date
1	8.1.1.2183	September 30, 2001

#### 6.2 DISCONTINUANCE

The Customer may discontinue this Attachment prior to the end of the Attachment Term, provided the Customer replaces this Attachment with another AT&T Attachment for other AT&T Services having an equal or greater new annualized MARC or a combined annualized revenue commitment for Voice and Data Services provided the value of the new term and commitment is equal to or greater than the value of the remaining term and commitment. However, the Customer will be billed a Shortfall Charge equal to the difference between: (1) the prorated MARC for the year in which the Customer discontinues, and (2) the total of the actual GMUCs under this Attachment for that year, provided the amount in (2) is less than the amount in (1).

If the Customer discontinues this Attachment for any reason other than specified above, prior to the expiration of the Attachment Term, a Termination Charge will apply. The Termination Charge will be an amount equal to 100% of the unsatisfied MARC for the year in which the Customer discontinues this Attachment and 100% of the MARC for each year remaining in the Attachment Term. Additionally, the Customer cannot discontinue this

### AT&T Service Order Attachment-Voice/Data Services

Attachment without liability under the AT&T UNIPLAN Service Term Plan Satisfaction Guarantee.

#### 6.3 AVAILABILITY

This Attachment is available only to Customers who:

- (1) will order this Attachment only once, either by the Customer or any Affiliate of the Customer, which is any entity that owns a controlling interest in either the Customer or an Affiliate of the Customer, or any entity in which a controlling interest is owned by either the Customer or an Affiliate of the Customer;
- (2) are current in payment to AT&T for its existing tariffed telecommunications services;
- (3) have received an offer for substantially similar services from another provider at an equal or lower price; and
- (4) request initial installation of the Services Provided under this Attachment within 30 days after the date ordered.

#### 7. RATES

The following rates apply in lieu of the corresponding rates set forth in the Applicable Tariffs.

Will be increased or decreased by the same percentage as any increase or decrease for the corresponding rates in AT&T Tariff F.C.C. No. 1. AT&T will automatically make rate adjustments under this provision as necessary.

Outbound/Inbound Calls	Peak Per Minute	Off-Peak Per Minute
Switched Access	\$ .1500	\$ .1320
Dedicated Access	\$ .0900	\$ .0840

AT&T Service Order Attachment-Voice/Data Services  
Cover Page

AT&T MA Reference No. 7558

CUSTOMER Legal Name ("Customer", "You" or "Your")	AT&T Corp. ("AT&T")	AT&T Sales Contact Name
City of Costa Mesa	AT&T Corp.	Steven Sleeper
CUSTOMER Address	AT&T Address	AT&T Sales Contact Address
2851 PLACENTIA AV 79 FAIR DR Costa Mesa CA USA 92627 92626	55 Corporate Drive Bridgewater, New Jersey 08807	2 Northern Concourse Blvd North Syracuse NY USA 13212
CUSTOMER Contact	AT&T Contact	AT&T Sales Contact Information
Name: Jerry Verwolf Title: Telephone: (714) 754-5142 Fax: Email:	Master Agreement Support Team Email: mast@att.com url: http://na.kwebb.att.com/ Fax: 908-658-2562	Telephone: +1 877 295-3883 Fax: Email: ssleeper@att.com Branch Manager: Terrance McDonald Sales Strata: Middle Sales Region: Ashby Riley III
CUSTOMER Billing Address	Customer Account Information	
USA	Master Customer Number (MCN): 858940 Plan ID No.	

This Service Order Attachment (including its addenda, if any) is an Attachment to the Master Agreement between Customer and AT&T dated 10/14/99 and is an integral part of that Agreement.

The Attachment and the underlying Applicable Tariffs, as amended from time to time, apply to the AT&T domestic interstate and international Services ordered under this Attachment. The Master Agreement also applies to the domestic interstate Services. When the AT&T international Services are detariffed, they will also be covered by the Master Agreement.

In addition, for such domestic services, Section 9.2(iv) of the Master Agreement shall read as follows:

"FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT OR ANY ATTACHMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY YOU FOR THE APPLICABLE SERVICE UNDER THIS ATTACHMENT DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS SECTION 9.2(iv) SHALL NOT LIMIT YOUR RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT."

The order of priority in the event of inconsistency among terms shall be the Attachment, then the Master Agreement, and then the Applicable Tariffs.

In the event this Attachment is executed after detariffing of services provided herein, references to "Applicable Tariffs" will be construed as references to the non-tariffed successor to the Applicable Tariffs known as the AT&T Service Guide at <http://www.att.com/serviceguide/business>

Customer hereby places an order for:

- New Attachment       Existing Attachment No.       Amendment of Existing Attachment No.

Existing Pricing Plan Replacement/Discontinuance:

- Check here and identify any AT&T CT, Attachment, or other AT&T pricing plan being discontinued in conjunction with this order. Also specify the CT No./Attachment No., Plan ID No. or Main Billed Account No. (Note: Charges may apply as specified in the plan being discontinued.)  
CT No./Attachment No.      Plan ID No.      Main Billed Account No.

SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS SERVICE ORDER ATTACHMENT.

CUSTOMER: City of Costa Mesa

By: Serald J. Verwolf  
(Authorized Signature)

Jerry Verwolf  
(Typed or Printed Name)

TELECOM MGR  
(Title)  
4-22-01  
(Date)

02/05/2001

AT&T CORP.

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

AT&T PROPRIETARY

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