


AT&T Business Network (ABN) VPN Value Bundle Express Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before **December 31, 2016**

For AT&T Administrative Use Only

attuid: sm6195

171 Account # _____ Master Customer # _____ CON#: CSM160912141851
 Contract ID#: **VVB71515-V141553**

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name: City of Coalinga	AT&T Corp	Name: STEVEN MULROONEY
Street Address: 155 W DURIAN AVE	One AT&T Way	Street Address: 217 W ACEQUIA AVE
City: COALINGA, State: CA Zip: 93210	Bedminster, NJ 07921-0752	City: VISALIA, State: CA Zip: 93291
Tel # 5599351533	ATTN: Master Agreement Support Team: mast@att.com	Tel # 5597396003

AGREEMENT TERMS
1. SERVICES

Services in ABN VPN Value Bundle Express	Service Publication
<ul style="list-style-type: none"> AT&T VPN Express Service (with Managed Router feature) AT&T IP Flexible Reach AT&T Managed Firewall Service – Network Based AT&T Business in a Box[®] Service Wireless Data Back-Up for AT&T VPN Express Service AT&T Cloud Web Security Service 	http://serviceguidenew.att.com/sg_flashPlayerPage/ABN (See VPN Value Bundle Express)

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Term	3 Years
Term Start Date	First day of first full billing cycle following implementation of this Agreement in AT&T's billing system
Effective Date of Rates and Discounts	Following implementation of this Agreement in AT&T's billing system
Auto-Renewal Period(s)	Month-to-month, unless either party terminates via written notice to the other party giving at least ninety (90) days prior to the expiration date of Initial Term or then-current Auto-Renewal Period. Each party waives any right to receive notice prior to any such automatic extension.

3. MARC AND MARC-ELIGIBLE CHARGES

Not Applicable

4. WAIVERS, MINIMUM PAYMENT PERIOD AND CREDITS
4.1 Waivers

Charges Waived	Minimum Retention Period
Specified in the Service Publication for ABN VPN Value Bundle Express	12 Months
Monthly Recurring Charge per AT&T IP Flexible Reach Enhanced Features Package- includes the Customer Portal	N/A
Monthly Recurring Charge per port per Site for Internet VLAN Option	N/A
Monthly Charges incurred during the 7th and 19th month of the Initial Term for the following:	N/A
<ul style="list-style-type: none"> AT&T VPN Express Service (with Managed Router feature) 	

4.2 Minimum Payment Period

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	12 months or until the end of the Term of this Agreement, whichever is later


AT&T Business Network (ABN) VPN Value Bundle Express Agreement
5. RATES (PRICES)
5.1 AT&T VPN Express Service (with Managed Router feature)
Locations in AT&T ILEC Areas where AT&T Corp. or an AT&T Affiliate owns the facilities from the Customer Site to the AT&T POP

AT&T VPN Express Service (with Managed Router feature)			
Option	Access Method	Bandwidth	Monthly Charge Per Port Per Site
A	T-1#	1.5 Mbps	\$370.00
B	2xT-1#	3 Mbps	\$625.00
C	4xT-1#	6 Mbps	\$1,135.00
D	Ethernet – Switched*	10 Mbps	\$750.00
E1**	Ethernet – Switched	20 Mbps	\$500.00
E2	Ethernet – Switched*	20 Mbps	\$950.00
F	Ethernet – Switched*	50 Mbps	\$1,200.00
G	Ethernet – Switched*	100 Mbps	\$1,550.00
H	Ethernet – Switched	150 Mbps	\$2,800.00
I	Ethernet – Switched	250 Mbps	\$3,600.00
J	Ethernet – Switched	400 Mbps	\$5,000.00
K	Ethernet – Switched	500 Mbps	\$5,500.00
L	Ethernet – Switched	600 Mbps	\$6,000.00
M	Ethernet – Switched	1 Gbps	\$8,700.00

#Excludes T1 Access Channels over 50 miles from Customer Site to the AT&T POP – rates for Access Channels over 50 miles from Customer Site to the AT&T POP are as specified in the Service Publication (Rate Table ABN-VPN-VBXIN: ABN VPN Value Bundle Express Bundled Charge), as revised from time to time

*Rates will also apply to Ethernet locations provided by the underlying access providers as described in the Service Publication for Price Bands C and D

**Rate applies only to one AT&T VPN Express Service (with Managed Router feature) Ethernet-Switched 20 Mbps selected by Customer that is ordered between the Term Start Date and 02/28/2017

Locations outside AT&T ILEC Areas

AT&T VPN Express Service (with Managed Router feature)			
Option	Access Method	Bandwidth	Monthly Charge Per Port Per Site
A	T-1#	1.5 Mbps	\$470.00
B	2xT-1#	3 Mbps	\$825.00
C	4xT-1#	6 Mbps	\$1,535.00
D	Ethernet – Switched	10 Mbps	\$1,200.00
E	Ethernet – Switched	20 Mbps	\$1,400.00
F	Ethernet – Switched	50 Mbps	\$1,900.00
G	Ethernet – Switched	100 Mbps	\$2,400.00
H	Ethernet – Switched	150 Mbps	\$3,400.00
I	Ethernet – Switched	250 Mbps	\$4,200.00
J	Ethernet – Switched	400 Mbps	\$5,600.00
K	Ethernet – Switched	500 Mbps	\$6,100.00
L	Ethernet – Switched	600 Mbps	\$6,600.00
M	Ethernet – Switched	1 Gbps	\$9,700.00

#Excludes T1 Access Channels over 25 miles from Customer Site to the AT&T POP – rates for Access Channels over 25 miles from Customer Site to the AT&T POP are as specified in the Service Publication (Rate Table ABN-VPN-VBXOUT: ABN VPN Value Bundle Express Bundled Charge), as revised from time to time

5.2 AT&T IP Flexible Reach

AT&T IP Flexible Reach	
Monthly Charge per Concurrent Call	\$13.00
IP Local and IP Long Distance Bundle	600 US Off-Net LD minutes per month per Concurrent Call
US Off-Net Calling Charge	Per Minute in excess of 600 minutes per Concurrent Call - \$.0200



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

International Off-Net Calling Charge	As specified in the Service Publication, Rate Table for International Off-Net Outbound Calls
---	--

5.3 Security Services Options

5.3.1 AT&T Managed Firewall Service – Network Based

AT&T Managed Firewall Service – Network Based	
NBFW Bandwidth between 1.5 Mbps – 6 Mbps	Per Mbps MRC - \$50.00
NBFW Bandwidth between 7 Mbps – 15 Mbps	Per Mbps MRC - \$44.00
NBFW Bandwidth between 20 Mbps – 40 Mbps	Per Mbps MRC - \$22.00
NBFW Bandwidth between 45 Mbps – 90 Mbps	Per Mbps MRC - \$20.00
NBFW Bandwidth between 100 Mbps+	Per Mbps MRC - \$18.00
Primary Service Level	MRC – \$95.00
Enhanced Service Level	MRC – \$495.00
Additional NBFW Public IP Addresses (in packs of 2)	MRC - \$25.00

5.3.2 AT&T Cloud Web Security Service

Number of Seats/Users	Monthly Charge Per Seat/User
25-5,000	\$1.50

5.4 Wireless Data Back-Up for AT&T VPN Express Service

Wireless Data Back-Up for AT&T VPN Express Service	
Wireless Data Back-Up for AT&T VPN Express Service	As specified in the Service Publication, as revised from time to time

5.5 AT&T VPN Express Features

MPLS Unilink Option	
Bandwidth	Monthly Charge Per Port Per Site
1.5 Mbps	N/A
3 Mbps	N/A
6 Mbps	N/A
10 Mbps	\$61.00
20 Mbps	\$84.00
50 Mbps	\$160.00
100 Mbps	\$268.00
150 Mbps	\$389.00
250 Mbps	\$605.00
400 Mbps	\$789.00
500 Mbps	\$911.00
600 Mbps	\$1,034.00
1 Gbps	\$1,672.00

5.6 AT&T Business in a Box® Service

Service Component/Device	On-Site Maintenance (24X7X4) Monthly Charges
	Monthly Service Charge
8 Port Analog Module Add-On*	\$30.00

* Note: Limit of three of each type of Add-On's per circuit.



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

5.7 Availability: ABN VPN Value Bundle Express is available to Customer that:

(1a) has existing AT&T Ethernet Value Bundle, AT&T Fiber Broadband Bundle or AT&T Fiber Broadband Bundle Express Service before the effective date of this Agreement and agrees to increase its spend to AT&T equal to 50% of the current monthly charges from Ethernet Value Bundle, Fiber Broadband Bundle or Fiber Broadband Bundle Express; or

(1b) has existing AT&T Managed Internet Service with MPLS PNT feature contract that has expired or is due to expire within 12 months of the effective date of this Agreement and migrates those Sites to AT&T VPN Value Bundle Express; or

(1c) is a new ABN VPN Value Bundle Express Customer; and

(2) orders and installs ABN VPN Value Bundle Express at a minimum of two Sites.

ABN VPN Value Bundle Express is not available to Customer that is currently purchasing, or that has purchased in the past 12 months, AT&T IP Flexible Reach, AT&T VPN Service, AT&T VPN Express Service, ABN Express VPN Value Bundle or AT&T Managed Firewall Service - Network Based.

5.8 Early Termination Charges: In the event Customer terminates any Service or Service Component(s) prior to the expiration of the Term in addition to liability for all charges incurred through the disconnection of the Service or Service Component(s), Customer is liable for the following: (i) Customer must reimburse AT&T for any unrecoverable time and materials costs, including any third party charges, incurred prior to the effective date of the termination; plus, (ii) any unpaid nonrecurring charges; plus, (iii) an termination fee equal to 50% of the total monthly recurring charges for the terminated Service or Service Component(s) for each month remaining in the Term ("Early Termination Fee" or "ETF") or (iv) 50% of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in an applicable Minimum Payment Period. For Customers with a MARC, Customer is liable for Section 5.6(i) and (ii) as specified above, and an Early Termination Fee which shall be equal to 50% of any unsatisfied MARC.

5.9 Notice of Withdrawal

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	T1 Access Channels

6. ABN VPN Value Bundle Express General Terms and Conditions

6.1 AT&T Corp. or its Affiliates ("collectively AT&T") will provide Customer the services and equipment described in this Agreement ("Services"), and each individual component of a Service ("Service Component"), under the terms of this Agreement, which incorporates-by-reference the terms and conditions set forth under the Service Publication for each individual service provided under this Agreement as if originally set forth herein. AT&T may revise Service Publications at any time. The order of priority of the documents that form this Agreement is: first, this Agreement; then the AUP and then the applicable Service Publications, except the AT&T Business Voice over IP (VoIP) Services Service Publication Section SD-3.2 "Telephone Numbers", which shall have the same priority as these Agreement Terms and the AUP. Customer agrees that it is impractical for AT&T to provide here all the terms and conditions, including rates and charges, which are set forth in the Service Publications, and that AT&T has acted reasonably in providing access to all Service Publications. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with such party.

6.2 Services: AT&T will provide or arrange to have the Service or Service Component provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell a Service or Service Component without AT&T's prior written consent. Customer will cause anyone who uses or accesses any Service provided to Customer ("Users") to comply with this Agreement, and Customer is responsible for their use of the Service or any Service Component, unless expressly provided to the contrary in a Service Publication. Customer agrees on its behalf and on behalf of its Affiliates and Users that at all times their use will comply with the AUP.

6.3 Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

6.4 Customer will ensure that the location at which AT&T installs, maintains or provides the Service is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service Component, or suspend performance until Customer removes the hazardous materials.



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

6.5 AT&T Equipment: The Service may include use of certain equipment owned by AT&T and located at Customer's premises ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

6.6 Software: Any software provided to Customer by AT&T will be governed by the written terms and conditions applicable to such software. Subject to such terms and conditions, title to this software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, which take precedence over this Agreement.

6.7 Prices: Unless this Agreement states otherwise, the prices listed in Section 5 of this Agreement are stabilized for the Term. Prices during the Term for each Service and Service Component are provided either in the incorporated Service Publication or are shown above depending on the Service or Service Component. When there is a conflict between this Agreement and the prices, discounts or waivers in the Service Publication for a Service or Service Component, this Agreement controls. During any Auto-Renewal Period, AT&T will continue to provide the Service under the Agreement Terms that are in effect on the last day of the prior Initial or Auto-Renewal Term, unless stated otherwise in this Agreement.

6.8 Taxes; Surcharges; Fees. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

6.9 Billing, Payments and Deposits: Payment is due 30 calendar days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

6.10 Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service or Service Component, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service for material breach by AT&T without penalty, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer, if such breach is not cured within 30 calendar days of notice. If Customer fails to rectify a violation of the AUP within 5 calendar days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees. If AT&T terminates a Service Component under this Section, Customer is liable for the applicable early termination or cancellation charge for that Service Component.

6.11 Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS), NOR ANY WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA OR TRANSMISSIONS OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

6.12 Limitation of Liability

6.12.1 AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL NOT EXCEED



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICE OCCURS AND CONTINUES. THIS LIMITATION WILL NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (II) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

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

6.12.3 These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

6.13 Third-Party Claims

6.13.1 AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service Component infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

6.13.2 Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

6.14 ARBITRATION: AT&T and Customer ("We") agree to resolve all disputes between us through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this provision.

This agreement to arbitrate is broad, and includes disputes of any type between AT&T (including its subsidiaries, affiliates, agents, predecessors, successors, and assigns) and Customer (including authorized or unauthorized users/beneficiaries of services or devices) under this or prior agreements. **WE AGREE THAT WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY, TO PARTICIPATE IN A CLASS ACTION, OR TO SEEK REMEDIES BEYOND THE EXTENT NECESSARY TO PROVIDE INDIVIDUALIZED RELIEF TO, AND AFFECTING ONLY, AT&T OR CUSTOMER ALONE. WE AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide.

A party seeking arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Notice to AT&T must be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the basis of the claim or dispute; (b) describe the specific relief sought ("Demand"); and (c) provide your AT&T account number. If We do not resolve the claim within 30 days after receipt of the Notice, either of us may commence an arbitration. The amount of any settlement offer made by AT&T or Customer shall not be disclosed to the arbitrator until after the arbitrator determines the amount of any award on the merits.

Unless We agree otherwise, any arbitration hearings will take place in the county of your billing address. AT&T will pay all AAA filing, administration, and arbitrator fees for a claim brought by AT&T or for a claim or Demand valued at up to \$25,000 brought by Customer. If the arbitrator finds that your claim or Demand is frivolous or is brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of fees will be governed by the AAA rules and Customer agree to reimburse AT&T for fees already paid by AT&T that are your obligation under the AAA rules.

If Customer complied with the notice procedures above; the value of your claim or Demand is \$25,000 or less; and the arbitrator awards Customer an amount greater than the value of AT&T's last written settlement offer made before an arbitrator was selected (or any amount if AT&T made no offer), AT&T will:

- Pay Customer the award or \$10,000, whichever is greater ('Alternative Payment'); and
- Pay your attorney, if any, the amount of attorneys' fees and expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing and pursuing your claim in arbitration ("Attorney Award").



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

The arbitrator may rule on the payment of fees, expenses, and the Alternative Payment and Attorney Award during the proceeding and within 14 days after his/her final ruling on the merits. In assessing whether the award is greater than the value of AT&T's last written settlement offer, the arbitrator may consider only those attorneys' fees or expenses that Customer incurred through the date of your Notice and which had been awarded to Customer. Customer may also recover attorneys' fees and expenses under applicable law, but Customer may not recover duplicative awards of attorneys' fees or expenses.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of this Agreement. As the exclusive alternative to arbitration, AT&T or Customer may commence an individual action in Small Claims Court. If a court rejects enforcement of any of the limitations on class, representative, private attorney general, or non-individualized relief as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Notwithstanding any provision in this Agreement to the contrary, We agree that if AT&T makes any future change to this arbitration provision (except a change to the Notice Address) during your Service Commitment, Customer may reject any such change by sending AT&T written notice within 30 days of the change to the Notice Address. By rejecting any future change, Customer agree to arbitrate any dispute in accordance with the language of this provision.

If Customer is located in Puerto Rico, in addition to pursuing arbitration in accordance with this provision, Customer may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Tood (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: jrtrp.gobierno.pr.

6.15 General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. This Agreement may not be assigned by Customer without the prior written consent of AT&T, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Service Components will be governed by the law and regulations applied by the regulatory commission having jurisdiction over that Service Component. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Service provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of AT&T or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure". Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address below. This Agreement constitutes the entire agreement between the parties concerning the Service and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions, or purchase order forms.

THE UNDERSIGNED, ON BEHALF OF CUSTOMER, ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THE ADVISORIES CONCERNING THE CIRCUMSTANCES UNDER WHICH E911 SERVICE USING A VOICE OVER IP SYSTEM MAY NOT BE AVAILABLE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO USING TRADITIONAL WIRELINE TELEPHONE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, RELOCATION OF THE END USER'S TELEPHONE SETS OR OTHER EQUIPMENT, USE OF A NON-NATIVE OR VIRTUAL TELEPHONE NUMBER, FAILURE IN THE BROADBAND CONNECTION, LOSS OF ELECTRICAL POWER, AND DELAYS THAT MAY OCCUR IN UPDATING THE CUSTOMER'S LOCATION IN THE AUTOMATIC LOCATION INFORMATION DATABASE. THE ADVISORIES ARE FURTHER PROVIDED AT [HTTP://SERVICEGUIDENEW.ATT.COM](http://SERVICEGUIDENEW.ATT.COM).

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. **THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.** This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date")

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





AT&T Business Network (ABN) VPN Value Bundle Express Agreement



Title:	Title:
Date:	Date:



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name: City of Coalinga	AT&T	Customer Account #:
Customer Full Address & Zip: 155 W DURIAN AVE, COALINGA, CA, 93210	AT&T Full Address & Zip: One AT&T Way Bedminster, NJ 07921-0752	Customer Contact: Michael Salvador Tel. #: 5599352313 AT&T Contact: STEVEN MULROONEY Tel. #: 5597396003 Email ID: sm6195@us.att.com
Master Customer No.:	AE PID:	

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. AT&T may request CSRs for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) listed below or in the attachment. If this authorization does not specify the specific BTNs, this appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Location Specific LOA (Specify applicable Billed Telephone Numbers and/or Working Telephone Numbers as attached)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER: City of Coalinga	
Signature:	
Printed Name:	
Title:	
Date:	

This authorization shall continue in force unless and until revoked by the customer.