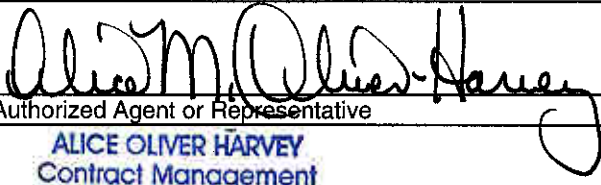


AT&T Master Agreement date last signed \_\_\_\_\_

**AT&T Addendum No. 1 to Master Agreement**  
**Individual Case Basis Terms & Conditions For Regulated State Local Exchange Carrier Telco Services**

<b>CUSTOMER Legal Name</b>	<b>AT&amp;T Contact Information</b>
Customer Name ("Customer"): <b>County of El Dorado</b> Street Address: 360 Fair Lane City: Placerville State / Province: CA Country: USA Domestic / International Zip Code: 95667	<b>AT&amp;T</b> <b>AT&amp;T Global Services ("AT&amp;T")</b> One AT&T Plaza Dallas, Texas 75202 Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>CUSTOMER Contact</b>	<b>AT&amp;T Sales Contact</b>
Name: Tom Straling, Contract Administrator Title: Technology Officer Telephone: 530-621-5415 Fax-626-6842 Email: tom.straling@edc.gov.us	Name: Tanya Newbold Street Address: 2700 Watt Ave City: Sacramento, State: CA Zip Code: 95821 Telephone: 916-977-4636 Email: tn2684@att.com Fax: 916-483-9127 Sales/Branch Manager: Mitch Prather
<b>CUSTOMER Signature</b>	<b>AT&amp;T Signature</b>
	
Authorized Agent or Representative Helen Baumann, Chairman Board of Supervisors	Authorized Agent or Representative <b>ALICE OLIVER HARVEY</b> Contract Management
Print Name and Title	Print Name and Title
Date	Date

This Addendum outlines Individual Case Basis Terms & Conditions For Regulated State Local Exchange Services ("Addendum"), and is part of the Master Agreement between AT&T and Customer referenced above (the "Agreement"). In the event of an inconsistency or conflict between the Agreement, this Addendum and AT&T's tariffs, and *notwithstanding the order of precedence set forth in the Master Agreement*, the governing order of precedence shall be (1) the ICB Pricing Schedule (2) this Addendum, (3) the Agreement, and (4) the applicable tariff, except in Connecticut where the order of precedence shall be 1) the ICB tariffs, 2) the ICB Pricing Schedule, 3) this Addendum; 4) the Agreement.

**1. THE SERVICE; DEFINITIONS**

**1.1 Services**

- A. SBC Global Services, Inc. dba AT&T Global Services on behalf of its Affiliate(s) named below which provide local exchange service ("AT&T"), will provide the Services to Customer under this Addendum which are identified in the Pricing Schedules and applicable Tariffs or Catalogs ("Tariffs").
- B. The pricing, service descriptions and other provisions relating to the Services will be as set forth in: (i) this Addendum (including, the attached Pricing Schedules); (ii) the Agreement's Terms and Conditions; and (iii) the appropriate section of the Tariffs.
- C. This Addendum is effective on the date of last execution (so long as consistent with regulatory requirements) and shall remain in effect until all Pricing Schedules provided under this Addendum have expired.

**1.2 AT&T Affiliates**

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

**CONFIDENTIAL INFORMATION**

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AT&T Master Agreement date last signed \_\_\_\_\_

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### 1.3 Definitions

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

"**Effective Date**" of a Pricing Schedule is the date on which the last party signs this Addendum or, for a subsequently added Pricing Schedule, the date on which the last party signs the Pricing Schedule. If the rules of a regulatory authority having jurisdiction respecting a Service would require a later date, or an applicable tariff filing would require a later date, then the Effective Date of the applicable Pricing Schedule shall be in accordance with such rules.

"**Pricing Schedule**" means an ICB pricing schedule to this Addendum, either appended hereto or subsequently signed by the parties and referencing this Addendum.

"**Pricing Schedule Term**" is the period of time stated in the applicable Pricing Schedule.

"**Service**" means collectively all of the Service Components Customer orders under a Pricing Schedule.

"**Service Component**" means the individual components of a Service that Customer orders under a Pricing Schedule.

## 2. TERMINATION

The following termination provisions are only applicable to Services provided pursuant to an ICB Pricing Schedule.

**2.1** If a Service or a Service Component is terminated, Customer must pay all charges incurred as of the effective date of termination.

**2.2** If Customer terminates a Service or a Service Component for material breach by AT&T, Customer shall not be liable for any Termination Charges.

**2.3** Termination for Convenience. If Customer terminates a Service with a specified term or term commitment ("Term"), in whole or in part, for convenience or AT&T terminates for Customer's default, on or after Cutover but before the scheduled completion of the Term, Customer shall pay the termination liability (i) specified in the Pricing Schedule; or (ii) if no termination liability is specified, an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges rate for the terminated Service as set forth in the Pricing Schedule, multiplied by the number of months remaining in the term of the Pricing Schedule at the point of termination, and (c) any special construction liabilities.

## 3. PRICING

### 3.1 Pricing Schedule

For custom priced Services, unless otherwise stated in a Pricing Schedule and except in Connecticut (where custom prices are not only set forth in the Pricing Schedule but also contained in ICB Tariffs), the rates and charges stated in the Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the Tariffs. For Services provided per Tariff pricing, during the Term, rates will not increase above Monthly Rates set forth in the Pricing Schedule and rate decreases will automatically be applied to the Monthly Rates. Pricing for any Services that are not listed in a Pricing Schedule will be as described in the Tariffs.

### 3.2 Discounts

Any discounted rates set forth or referenced in a Pricing Schedule are the only discounted rates applicable to the Services and will be applied to the Services in the manner and to the extent specified in the Tariffs.

### 3.3 Promotions/Credits/Waivers

Customer is eligible only for promotions, credits or waivers identified in the applicable Pricing Schedule. Unless otherwise stated in this Addendum or the applicable Pricing Schedule, any additional promotions, credits or waivers set out in the Tariffs will not apply.

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**3.4 Charges**

For Services provided under a custom pricing plan, Customer shall pay the Non-recurring Charge and/or Monthly Rate as listed in the applicable Pricing Schedule, which shall commence upon Cutover.

**4. TARIFF AND REGULATORY REGULATIONS**

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

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariffs. This Addendum and each Pricing Schedule may be filed with the appropriate state commission. If approval is required and not obtained, then this Addendum and/or the applicable Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Services not received.

**5. SERVICES AND JURISDICTION CERTIFICATION**

Customer acknowledges and certifies that the interstate traffic (including Internet traffic) constitutes **ten percent (10%) or less** of the total traffic on any non-switched circuit(s) purchased under any ICB Pricing Schedule associated with this Addendum. In California, Nevada, Illinois, Indiana, Michigan, Ohio and Wisconsin this clause is not applicable when AT&T DS1 or DS3 Service is used solely for the transport portion of AT&T local access ISDN Primary Rate Interface (PRI) service or AT&T Digital Transport Service-Enhanced channel(s).

**6. INSTALLATION AND CUTOVER**

Cutover of Service hereunder requires the installation of certain equipment and facilities on AT&T's side of the demarcation point. Customer shall be responsible for providing adequate space and power, as determined by AT&T, for equipment requirements at the designated locations. If Cutover is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure event as defined in the "Force Majeure" provision of the Agreement, AT&T shall have the right to extend Cutover for a reasonable period of time equal to at least the period of such delay and consequences.

If Customer cancels this Addendum or a Pricing Schedule before the Service is Cutover for reasons not excused herein, Customer shall reimburse AT&T for all expenses incurred in processing the order and in installing the required equipment and facilities completed up to the date of cancellation as specified in the Tariffs.

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

**7. SERVICE AND MAINTENANCE OBLIGATIONS**

AT&T represents to Customer that, for the Pricing Schedule Term, the applicable Services shall operate substantially and materially in accordance with the specifications in the Tariffs. If, under normal and proper use, the Service fails to perform substantially as specified above, and Customer notifies AT&T within the Term, AT&T shall correct such Service degradations or failures without charge to Customer, in accordance with the terms of this Addendum. Customer may report service and feature problems seven (7) days per week and twenty-four (24) hours per day. AT&T's repair obligation does not include damage, defects, malfunctions, service degradations or failures caused by Customer's or third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides AT&T with access on its side of the demarcation point to enable AT&T to perform maintenance or repair work.

In the event of a Service interruption, a credit allowance will be made for the affected portion of the Service to the extent specified by the Tariffs. No other liability shall attach to AT&T as a result of such interruption to Service.

Equipment and facilities furnished by AT&T on Customer's premises, or furnished on any other property, shall be returned to AT&T in good condition, reasonable wear and tear thereof excepted. In case of damage, loss or destruction of any of AT&T's equipment or facilities, and not due to the negligence of AT&T or to fire, storm or other like casualty, Customer shall pay to AT&T the lesser of the value of the equipment, facility or line damaged, lost or destroyed, or the cost of restoring it to its original condition, as the case may be, less ordinary wear and tear.

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**8. Terms and Conditions only applicable to Pricing Schedules with custom priced Services in California. If Customer is not purchasing Services in California under an ICB Pricing Schedule under this Addendum, then this section does not apply to Customer.**

**8.1 Confidentiality.** Customer requests that its identity be kept confidential and not be publicly disclosed in connection with any required regulatory filings by AT&T or the California Public Utilities Commission (CPUC), unless required by law.

**8.2** *Unless otherwise stated in the Pricing Schedule, the prices set forth in the Pricing Schedules do not include applicable Federal Access End User Common Line Charges, local number portability charges, CPUC or FCC mandated surcharges or applicable taxes, toll usage, directory listings or other miscellaneous Tariff charges. Applicable Federal Access End User Common Line Charges, local number portability charges, tariff prices, surcharges and taxes will be billed on a monthly basis. AT&T California's Tariff Schedule Cal. P.U.C. No. A2.1.33, surcharges/surcredits, are not applicable to the prices set forth in the Pricing Schedules.*

**8.3** Except if specified in a Pricing Schedule, the Services set forth in the Pricing Schedules do not include intrabuilding network cable, Simple Inside Wire, repair services for such cable and wire, wiring associated with Customer-provided terminal equipment, Off-premises station mileage, or usage associated with Foreign Exchange Service, Data Lines, or Tie Lines.

**8.4** Customer acknowledges and warrants that it lacks requisite regulatory authority such as Certificates of Public Convenience and Necessity ("CPCN") or other like authorization to resell services, and Customer is prohibited from reselling the Service provided pursuant to this Schedule to any other customers. However, Customer may make the Services provided hereunder available to its own subsidiaries or to legally affiliated entities. If Customer obtains regulatory authority to resell services and attempts to resell the Services provided hereunder, AT&T may, on ten days written notice, terminate any Schedule or portion of a Schedule for regulated local exchange telco Services in California.

**9. Terms and Conditions only applicable to Pricing Schedules with custom priced Services in Ohio. If Customer is not purchasing Services in Ohio under an ICB Pricing Schedule under this Addendum, then this section does not apply to Customer.**

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

**9.1** Inclusion of termination liability in this Addendum or any Pricing Schedule does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability is approved or sanctioned. The Customer is free to pursue its legal remedies should a dispute arise.

**9.2** Approval of limitation of liability language by the Public Utilities Commission of Ohio (PUCO) does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

**9.3** In Ohio, Customer is not precluded from disclosing the terms and conditions of the Master Agreement or this Addendum or any Ohio Pricing Schedule to another entity.

**10. ENTIRE AGREEMENT**

This Addendum (including Pricing Schedules and attachments), the Agreement, and the Tariff(s) are the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals or understandings, whether written or oral. This Addendum may not be modified except by a writing signed by both parties.

**End of Document**

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