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This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider D7, the other applicable Sub-Riders, the applicable Rider and the General Terms.

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| <input checked="" type="checkbox"/> Rider A – Purchased Equipment | <input checked="" type="checkbox"/> Rider D – AT&T-Provided Services |
| <input type="checkbox"/> Rider B – Additional Cisco Terms | <input checked="" type="checkbox"/> Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance |
| <input type="checkbox"/> Sub-Rider B1 - Cisco Try and Buy Program | <input checked="" type="checkbox"/> Sub-Rider D2 – AT&T-Provided Maintenance |
| <input type="checkbox"/> Sub-Rider B2 – Technology Migration Plan | <input type="checkbox"/> Sub-Rider D3 – AT&T-Provided Warranty Services |
| <input type="checkbox"/> Sub-Rider B3 – Cisco Enterprise License Agreement Program | <input checked="" type="checkbox"/> Sub-Rider D4 – Avaya Subscription Service |
| <input type="checkbox"/> Rider C – Purchased Equipment Discounts | <input type="checkbox"/> Sub-Rider D5 – reserved |
| <input checked="" type="checkbox"/> Rider E – Additional Avaya Terms | <input type="checkbox"/> Sub-Rider D6 – reserved |
| <input type="checkbox"/> Rider F – ShoreTel Mobility Router | <input checked="" type="checkbox"/> Sub-Rider D7 – Statement of Work |
| <input type="checkbox"/> Rider G – HPE Pass Through Terms | |

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

**GENERAL TERMS APPLICABLE TO
AT&T EQUIPMENT RESALE AND RELATED SERVICES**

1. SERVICES AND PURCHASED EQUIPMENT

The following definitions apply for purposes of this Pricing Schedule:

- "AT&T-Provided Services" – means Services either provided by AT&T or an AT&T Affiliate.
- "Purchased Equipment" – means third party equipment (including Software) and other tangible product(s) sold by AT&T to Customer under this Pricing Schedule, including any replacements of Purchased Equipment in connection with AT&T-Provided Maintenance and Warranty Services provided to Customer.
- "Software" – means third party software, including APIs, and all associated licenses, written and electronic documentation and data AT&T furnishes to Customer pursuant to this Pricing Schedule.
- "Services" – as described in applicable Riders and Sub-Riders.

2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer ("Quote") or include such information in a Statement of Work ("SOW"). Such Quote will expire thirty (30) days after the date of the Quote unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

3. ORDERS

(a) Order means a purchase order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, which Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

(b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

4. TAX EXEMPTION

AT&T must have a customer tax exemption certificate on file, valid in the place of delivery, prior to or with an Order for Customer to receive exemption status.

5. TERMINATION

(a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.

(b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third-party charges resulting from the termination.

6. LIMITATION OF LIABILITY

(a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE-MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.

(b) Except for AT&T-Provided Services, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

(a) AT&T shall pass through to Customer any warranties available from Try-and-Buy or Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 7(a), ALL TRY-AND-BUY AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.

(c) TRY-AND-BUY AND PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER HIGH-RISK APPLICATIONS IN WHICH FAILURE OF SUCH TRY-AND-BUY OR PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. IF CUSTOMER CHOOSES TO USE TRY-AND-BUY OR PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

**GENERAL TERMS APPLICABLE TO
AT&T EQUIPMENT RESALE AND RELATED SERVICES**

8. MAINTENANCE CHARGES

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable unless stated otherwise in a SOW. Orders for maintenance may not be cancelled once placed with AT&T's maintenance supplier. In the event that a manufacturer initiates a price increase that is allowed by law during the term of the maintenance, AT&T will provide written notice of such price increase, invoice Customer and Customer shall be responsible for payment of such price increase in accordance with the terms and conditions herein.

9. PRIOR AGREEMENTS

This Pricing Schedule replaces any existing agreements for the purchase of equipment, software and/or equipment-related services between Customer and the following AT&T Affiliates: SBC Global Services, Inc., AT&T DataComm and the AT&T Affiliate that is successor-in-interest to BellSouth Communication Systems, LLC.

Rider A – Purchased Equipment

1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T cannot guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

2. TITLE AND RISK OF LOSS

For Purchased Equipment:

- (a) Title to all tangible Purchased Equipment, including but not limited to hardware and materials, and risk of loss for all Purchased Equipment passes to Customer upon delivery by manufacturer or supplier to a carrier for shipment.
- (b) EXCEPT, when Customer purchases AT&T-Provided Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer upon delivery to Customer.

3. SHIPPING AND STORAGE

(a) Shipping Charges.

- (i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.
- (ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.
- (iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case-by-case basis.

(b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

5. PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturers or supplier's policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T'S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement, and disclaims any responsibility thereunder, including if manufacturer ceases to provide all or a portion of such services or unilaterally modifies the terms of such services. AT&T's sole responsibility is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

7. LICENSES, RESTRICTIONS, REQUIREMENTS

(a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement. AT&T is not a party to that agreement and disclaims any responsibility thereunder.

(b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

Rider D – AT&T-Provided Services

1. SERVICES; EXPIRATION DATE

- AT&T-Provided Services are described in the applicable Sub-Rider.
- AT&T-Provided Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

2. INTELLECTUAL PROPERTY RIGHTS

(a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

(c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T. The foregoing shall not limit Customer's general recruiting or hiring practices, such as Internet or newspaper solicitations directed to a general, public audience.

7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services or unilaterally makes a modification to the terms of such Services, either Party may terminate the affected portion of the Services with no liability, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services. Customer releases AT&T from any loss, damages or other claims relating to the inability of an AT&T Supplier to provide equipment, software, parts or services under this Pricing Schedule.

Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance

1. Definitions. The Service Agreement Supplement (“SAS”) applicable to Customer’s Avaya Equipment is provided with the Quote or Sub-Rider and is incorporated into this Pricing Schedule. “Supported Products” are: (i) products or software identified in the Quote for Avaya-Provided Maintenance; and (ii) Added Products. “Added Products” are additional products identified in a subsequent Quote that Customer purchases of the same type and manufacturer(s) as the existing Supported Products and that are located with existing Supported Products at a Supported Site. Maintenance for Added Products is provided until the end of the existing maintenance term. Products purchased from a party other than the manufacturer, or an authorized reseller is subject to certification by AT&T at AT&T’s then current rates. If such products fail certification, AT&T may choose not to add them to the Supported Products. Supported Products may include non-Avaya products to the extent they are specified in the Quote. “Supported Systems” are a group of Supported Products or networks specified in the Quote. “Supported Sites” are locations specified in the Quote.

2. Maintenance Tier 1 Support Options. At time of purchase, Customer must elect one of two options of Avaya-Provided Maintenance: AT&T taking the first call (Option 1”), or Avaya taking the first call (“Option 2”). The chosen option is documented in the Quote. For Option 1, all calls must be placed to the AT&T toll free number provided in the Quote, and all invoices for both maintenance services and out-of-scope billable services will be rendered by AT&T. For Option 2, all calls must be placed to the Avaya toll free number provided in the Quote, and invoices for maintenance services will be billed by AT&T while out-of-scope billable services will be billed to Customer directly by Avaya.

3. Replacement Hardware. Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. The defective hardware must be returned by Customer to the address specified for return; title and risk of loss remain with the Customer until transport carrier’s delivery of the defective hardware to such address.

4. End of Support. AT&T may discontinue or limit the scope of Avaya-Provided Maintenance for any Supported Products that Avaya or the third-party manufacturer has declared “end of life,” “end of service,” “end of support,” “manufacture discontinued” or similar designation (“End of Support”). End of Support notifications are given via Avaya’s user support website (<http://www.support.avaya.com>). Avaya targets posting of End of Support notifications for Avaya-manufactured products at least 6 months in advance of the End of Support date. End of Support for Avaya-Provided Maintenance will be effective as of the effective date of the End of Support notice. Avaya also may provide End of Support notices by email-to-email addresses that Customer has registered with Avaya. If Avaya-Provided Maintenance is discontinued, the affected Supported Product will be removed from the order and rates will be adjusted accordingly. For certain products subject to End of Support, Avaya may continue to offer a limited set of Services (“Extended Support”). End of Support notices include notification of end of Services coverage eligibility (including Extended Support) and alerts related to parts shortages. A description of any Extended Support available and related fees may be provided by AT&T.

5. General Limitations. Unless the SAS provides otherwise, Avaya-Provided Maintenance is available only for the unaltered current release of the Software, as defined in Rider E, and the immediately prior release. The following items are not included in the Avaya-Provided Maintenance unless the SAS specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Avaya (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of errors arising from causes external to the Supported Products (such as power failures or surges); and (vii) support for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

6. Customer Warranty. Customer continuously represents and warrants the following: (i) it is either the owner of or is authorized to access and use each Supported Product, Supported System, and Supported Site; and (ii) AT&T, Avaya and each of their suppliers and its subcontractors are authorized to do the same to the extent necessary to provide Avaya-Provided Maintenance in a timely manner.

7. Moves of Supported Products. Identical Avaya-Provided Maintenance may not be available in all locations. If Customer moves Supported Product, either cancellation or additional charges may apply.

8. Maintenance of Third-Party Systems. If one or more network addresses to be monitored by Avaya are associated with systems owned, managed, and/or hosted by a third party service provider (“Host”), Customer will: (i) notify AT&T and Avaya of the Host prior to commencement of Avaya-Provided Maintenance; (ii) obtain the Host’s advance written consent for AT&T and Avaya to perform Avaya-Provided Maintenance on the Host’s computer systems and provide AT&T and Avaya with a copy of the consent upon request; and (iii) facilitate necessary communications between AT&T and Avaya and the Host.

9. Access to Personal Data. Where Customer instructs AT&T and Avaya to access or to provide Customer or a third party with access to any employee, customer or other individual’s personal data contained in any Supported Product or Supported System, Customer will indemnify AT&T and Avaya and each of their officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney’s fees and costs) arising out of AT&T and Avaya accessing or providing access to such data in accordance with Customer’s instructions.

10. Sole Remedy and Disclaimer. If Avaya-Provided Maintenance does not conform with Section 3 of Rider D and AT&T receives Customer’s detailed request to cure within thirty (30) days of such non-conformance, AT&T will re-perform those Services. **This remedy will be Customer’s sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against AT&T with respect to the non-conformance.** Services provided to enhance network security are not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer “hackers” or other third parties to create security exposures. Neither AT&T, Avaya nor any of their suppliers make any warranty, express or implied, that such security threats and vulnerabilities will be detected or that the Services will render an end user’s network or particular network elements safe from intrusions and other security breaches. **NEITHER AT&T NOR AVAYA, NOR ANY OF THEIR SUPPLIERS OR LICENSORS MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES.**

Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance

11. Renewal. IF THE SAS AND SUPPORT PLAN OFFERING GOVERNING CUSTOMER'S EXPIRING AVAYA-PROVIDED MAINTENANCE REMAIN GENERALLY AVAILABLE AT TIME OF END OF THE EXISTING TERM, SERVICES WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR TERMS UNDER THE SAS AND SUPPORT PLAN OFFERING AT THE THEN CURRENT RATES, UNLESS CUSTOMER HAS TERMINATED SUCH RENEWAL UPON THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO THE END OF THE EXISTING TERM. Customer may otherwise renew Services at the end of a Term, subject to the then current SAS (that is the most similar to the SAS governing Customer's expiring Avaya-Provided Maintenance), with the most similar currently generally available support plan offering, at the then current rates.

12. Term and Termination. Unless otherwise specified in the SAS, Customer may terminate Services in whole or in part upon 30 days prior written notice subject to the following cancellation fees: (i) no charge if terminated within 30 days after commencement of a renewal term; (ii) a fee equal to six months of maintenance fees for any Supported Products that are terminated during the applicable warranty period; or (iii) a fee equal to the maintenance fees for the shorter of (a) 12 months or (b) the months remaining in the then current term for any Supported Products maintenance terminated at any other time.

Sub-Rider D2 – AT&T-Provided Maintenance Services

1. SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location
AT&T Maintenance Solutions ("AMS")	http://serviceguidenew.att.com/sg_flashPlayerPage/AMS
AT&T Voice Maintenance Solutions ("AVMS")	http://serviceguidenew.att.com/sg_flashPlayerPage/AVMS

AT&T provides AT&T Maintenance Solutions and AT&T Voice Maintenance Solutions Services (collectively "Maintenance Services") for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in a Quote, SOW or the Service Guide.

2. CERTIFICATION AND REVIEWS

(a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.

(b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained and will make any appropriate adjustments to Maintenance Services.

(c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

3. MAINTENANCE TERM AND RENEWAL

(a) The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Service are set forth in the applicable Order.

(b) Unless otherwise agreed to in writing by the parties, for AMS renewals, Customer must request a renewal Quote from AT&T at least thirty (30) days prior to the expiration of the Maintenance Term; and, if a Quote is issued, Customer must then issue a purchase order before the expiration of the Maintenance Term that references such renewal Quote.

(c) For AVMS renewals, UNLESS EITHER PARTY TERMINATES BY WRITTEN NOTICE ON COMPANY LETTERHEAD WITH A HANDWRITTEN SIGNATURE AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT MAINTENANCE TERM, AND IF THE LEVEL OF MAINTENANCE SERVICE REFLECTED IN SUCH ORDER REMAINS AVAILABLE UNDER THE APPLICABLE SERVICE PUBLICATION AT TIME OF RENEWAL, THE MAINTENANCE TERM WITH REGARD TO SUCH ORDER AUTOMATICALLY RENEWS FOR VOICE SUPPORTED EQUIPMENT, FOR AN ADDITIONAL ONE (1) YEAR TERM.

(d) AT&T MAY, AT THE COMMENCEMENT OF ANY RENEWAL MAINTENANCE TERM, CHANGE THE PRICE OF SERVICE UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment under the following circumstances to reflect:

(a) any supplier-initiated changes and

(b) any Customer initiated changes such as service level changes, upgrades or adds.

5. REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

(a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates.

(b) When an item of Supported Equipment is discontinued or placed at end-of-support status by the manufacturer, all support services such as replacement parts, software releases and technical support are no longer available from the manufacturer. At the discretion of the manufacturer, prior to the end-of-support date, the manufacturer may cease to develop, repair, maintain or test product software or analyze hardware failure or defects, which may limit available Covered Maintenance. AT&T is not responsible for maintenance issues directly or indirectly resulting from such manufacturer action.

(c) If an item of voice Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Supported Equipment from Maintenance Services and provide a pro-rata refund.

(d) Data and video Supported Equipment are covered by AMS only through the end-of-support date.

(e) AT&T will provide an RMA number for defective Supported Equipment ("Defective Item"). Customer shall return the Defective Item on the date provided in the applicable Service Publication or thirty (30) days after the date of the RMA, whichever date is earlier, or Customer will be invoiced, and shall pay, for the corresponding Replacement Product. Defective Items are the property of AT&T upon delivery to the carrier.

Sub-Rider D2 – AT&T-Provided Maintenance Services

6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

(a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear from use in accordance with the applicable manufacturer's standard operating instructions ("Covered Maintenance"). In addition to the exclusions provided in this paragraph 6, AT&T responsibility for Covered Maintenance is subject to Section 5(b) of this Pricing Schedule Sub-Rider D2.

(b) Covered Maintenance does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including, fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, virus and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Maintenance.

(c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials. For such work requested through AMS, Customer will receive a Quote and then may issue a purchase order to authorize the uncovered work.

7. AT&T-PROVIDED MAINTENANCE SERVICES – SCHEDULED PAYMENT OPTION

If Customer elects the scheduled payment option for AT&T-Provided Maintenance Services, the number, frequency, and amount of payments are detailed in the Quote. Such scheduled payments must be paid to AT&T Capital Services, Inc. in US dollars to the address specified in the invoice. If Customer fails to pay any amount when due, enters (voluntarily or involuntarily) a bankruptcy proceeding, becomes insolvent or terminates the applicable AT&T-Provided Maintenance Services other than for AT&T's material breach, all remaining scheduled payments shall become immediately due and payable, and shall be collectible immediately. AT&T may, without notice or Customer's consent, assign in whole or in part AT&T's right to payments due under this Pricing Schedule to an Affiliate or third party. Such assignment does not relieve AT&T of its performance obligations under this Pricing Schedule.

Sub-Rider D4 – Avaya Subscription Service

1. Avaya Subscription Licensing

(a) Avaya Subscription Licensing is offered in bundles at a per license subscription price and which includes:

- 1) License to use eligible software,
- 2) Software Upgrade subscription entitlements; and
- 3) Remote technical support entitlements.

(b) Software Eligible for Subscription

Avaya IX Subscription offer includes options for Employee Experience and Customer Experience. The Customer may choose from the following bundles:

- 1) Basic User
- 2) Core User
- 3) Power User
- 4) Attendant
- 5) Messaging Transcription
- 6) Messaging Speech
- 7) Third Party CTI
- 8) CC Basic Voice
- 9) Call Back Assist
- 10) IVR

Avaya IX Subscription Licensing includes a 20% overage above the contracted number of Subscription Licenses. Customers have access to this overage during the contract period without any additional fees. Customers can grow beyond the overage by purchasing additional Avaya IX Subscription Licenses at then current rates which will be co-terminus with their existing Avaya IX Subscription order.

Support Advantage Preferred with Upgrade Advantage is included in the Avaya IX Subscription license fees. Support entitlements are contingent upon meeting the requirements and fulfilling the Customer responsibilities detailed in the Support Advantage Preferred Service Agreement Supplement. Details about Support Advantage Preferred can be found in the Service Description; Service Agreement Supplement document at <https://downloads.avaya.com/css/appmanager/css/P8Secure/documents/101062743>

Avaya Aura® R6.3.118 Load 141 and R7 licenses may also be converted to software subscription. Their feature entitlements will be limited to those available on such releases and are subject to Avaya Product Lifecycle Policy found at <https://downloads.avaya.com/css/P8/documents/100081098>

Each user or agent bundle is entitled to an Avaya IX Spaces user account during the Subscription Term where available. Avaya IX Spaces is a hosted offer and may not be available in all geographies. The Customer needs to register on <http://avayaspaces.com> to activate the service. The Avaya IX Spaces offer is subject to the then-current Service Description and the Terms of Use set forth on the Avaya IX Spaces website, a copy of which is available at: <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043>

(c) Conversion of Perpetual Licenses to Avaya IX Subscription Licenses

Avaya perpetual licenses may be surrendered as part of a conversion to Avaya IX Subscription. To be eligible for Investment Protection Program credits, perpetual licenses must be under a current contract for Avaya-provided maintenance support. At the time of conversion or upgrade to subscription, the End Users may convert their perpetual licenses into Subscription on a per System basis.

End Users will receive a credit for the quantity of eligible perpetual licenses converted to Subscription Licenses not to exceed the quantity of Avaya IX subscription licenses purchased. Credits are applied as a reduction in the price of the Subscription License for the converted license for the initial Subscription Term of the Subscription License. If the initial Subscription Term of the Subscription Licenses is extended, the licenses will be renewed as subscription licenses at then-current rates. Investment Protection Program credits do not extend past the first subscription term. Perpetual license quantity and type chosen to convert to Subscription Licenses will be deleted from the Avaya End User record of perpetual licenses at the time of upgrade and conversion. All rights granted by Avaya under these perpetual licenses shall immediately terminate upon conversion and Customer must return or destroy tangible editions of such perpetual licenses.

Subscription Licensing is supported for new licenses and add/expansions in accordance with Avaya's Product Lifecycle Policy found at <https://downloads.avaya.com/css/P8/documents/100081098>.

Sub-Rider D4 – Avaya Subscription Service

2. Term and Invoice

(a) The "Subscription License Term" of a Subscription License(s) is the specific term during which the Subscription License(s) will be available for the End User's use.

1) **The length of the Subscription License Term is five (5) years.**

2) **Invoicing frequency is annually in advance for the service term.**

(b) Subscription License Term Start Date: The Subscription License Term for the Subscription License(s) will commence and be chargeable as follows:

1) **Conversions to Subscription:** If the Subscription Licenses are replacing existing perpetual licenses being transitioned from an existing support order, the Subscription License Term starts on the start date specified on the Order, as in this case start date is as of **April 01, 2022**

3. Pricing and Product Subscription Material Codes: Subscription Licenses are ordered and invoiced using specific material codes. Pricing will be provided per license type per user based on a Fixed Term Software Subscription basis for this offer.

4. Renewal and Termination

(a) **Renewal of Coverage:** Avaya Subscription Licensing will not automatically renew at the end of the term.

(b) **Termination:** The Customer may terminate a subscription in its entirety during the Subscription License Term upon thirty (30) days written notice to AT&T for any reason other than AT&T's uncured material breach subject to termination fees equal to 50% of the Software Subscription Fees for the remainder of the Subscription License Term.

5. Glossary

(a) **Customer-** the entity that purchases the Subscription Licenses from Avaya, which may be an End User or as a channel partner for resale.

(b) **End User-** the entity which purchases the Subscription Licenses directly from Avaya or indirectly from an Avaya channel partner, for its internal use and not for resale or sublicense.

(c) **Subscription Licensing Supplement** – This Avaya Subscription Licensing Supplement.

(d) **Subscription License(s)** – software licenses ordered by the Customer which are subject to either a Fixed Term Software Subscription and/or a Pay-per-Use Software Subscription fee model providing the right to use the software for a defined period of time.

(e) **Fixed Term Software Subscription** - a fixed quantity of Units of Software provided by Avaya under the Subscription Licensing Terms for Customer's internal use (not for further resale, sublease, or sublicense) on a time-bound subscription basis.

(f) **Pay-per-Use Software Subscription** - a variable quantity of Units (as defined in the Subscription Licensing Supplement) of Software provided by Avaya under the Subscription Licensing Terms for Customer's internal use (not for further resale, sublease, or sublicense) on a pay per use basis.

(g) **System** - a collection of UC and/or CC applications (single or geo data centers) connected to a Single WebLM for licensing.

Sub-Rider D7 – Statement of Work

Installation Site Address: 121 SW Port St Lucie Blvd, Port Saint Lucie, FL 34984

Date of Submission: 03/14/2022

Purchase Order Number: _____

SELECTION OF EQUIPMENT SERVICE PLAN:

AT&T Voice Maintenance Solutions: Essential Plus Dedicated Custom

Support Levels: Technical Support (24X7) with Advanced Hardware Parts Replacement (24X7X4) 24X7

Technical Support (8X5) with Advanced Hardware Parts Replacement (8X5 Next Business Day) 8X5

Initial Term: 3 Years From: 04/01/2022 To: 03/31/2025 Annual Price: See below:

Year 1 - \$5,973.04 04/01/2022 – 03/31/2023

Year 2 - \$5,735.25 04/01/2023 – 03/31/2024

Year 3 - \$5,735.25 04/01/2024 – 03/31/2025

Avaya Subscription Service:

Initial Term: 5 Years From: 04/01/2022 To: 03/31/2027 Annual Price: See below:

Year 1 - \$40,480.00 04/01/2022 – 03/31/2023

Year 2 - \$35,760.00 04/01/2023 – 03/31/2024

Year 3 - \$35,760.00 04/01/2024 – 03/31/2025

Year 4 - \$35,760.00 04/01/2025 – 03/31/2026

Year 5 - \$35,760.00 04/01/2026 – 03/31/2027

Service Plan Payment Terms: Prepay Annual

TERMINATION PRICING ADJUSTMENTS: If Customer terminates AT&T Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees thirty (30) days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

Special Terms and Conditions:

Coverage excludes telephone sets.

Sub-Rider D7 – Statement of Work

Items Covered Under Subscription Service:

City Hall
Avaya Sold To: 5181637
121 SW Port St Lucie Blvd
Port Saint Lucie, FL 34984

Police Department Building
Avaya Sold To: 5181638
121 SW Port St Lucie Blvd
Port Saint Lucie, FL 34984

See attached City of Port St Lucie D7 Exhibit 5YR Subscription Line-Item Pricing dated 03/14/2022.

Rider E – Additional Avaya Terms

Avaya Software License and Warranty

(a) Avaya Software is subject to the "Avaya Global Software License Terms" for all Avaya Purchased Equipment at <http://support.avaya.com/LicenseInfo>. The Avaya Global Software License Terms constitute a separate agreement between Customer and Avaya. Customer shall assent to and comply with the Avaya Global Software License Terms. For the avoidance of doubt, AT&T is not a party to that agreement and disclaims any responsibility thereunder.

(b) For Avaya Purchased Equipment, including both heritage Avaya and Heritage Nortel products, Avaya Global Product Warranty Policy for End Users ("Avaya Product Warranty") is the applicable pass through Purchased Equipment warranty. Customer shall assent to and comply with the Avaya Product Warranty provided at <http://support.avaya.com/LicenseInfo>.

City of Port St Lucie D7 Exhibit 5YR Subscription Line-Item Pricing

March 14, 2022

CITY OF PORT SAINT LUCIE
 CITY HALL BLDG
 121 SW PORT SAINT LUCIE BLVD
 PORT SAINT LUCIE, FL 34984
 Sold To : 5181637

Maintenance Price Class Description	Service Description	Service Code	Svc Qty	Product Description	Product Code	Prod Qty
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Support Advantage Elements

SA APPL SERVER MEDIUM Advanced Parts Replacement Support - NBD-CODEL	SA PARTS NBD C/D APPL MED SRV R2D 3YAN	255829J	3	R330 MID RANGE SRVR ASBCE	388048	3
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SA CM GATEWAY SMALL Advanced Parts Replacement Support - NBD-CODEL	SA PARTS NBD C/D CM SM GTWY 3YAN	230140J	1	G430 MP120 MEDIA GATEWAY NON GSA	700506958	1
	SA PARTS NBD C/D CM SM GTWY 3YAN	230140J	1	G430 MP40 MEDIA GATEWAY NON-GSA	700512174	1

SA CM SERVER LARGE Advanced Parts Replacement Support - NBD-CODEL	SA PARTS NBD C/D CM LG SRV R2D 3YAN	255679J	1	R630 SRVR VLARGE AVP	383552	1
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SA MM SERVER Advanced Parts Replacement Support - NBD-CODEL	SA PARTS NBD C/D MSG SRV R2H 3YAN	256117J	1	DL360PG8 SRVR AA MSG STD STRG	302848	1
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S_AURA SW SUPPORT R8 Remote Tracking Code - Preferred Support	SA PREF REMOTE SITE TRKG AURA R8	344345	1			
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S_AURA SW SUPPORT R8 Remote Tracking Code - Preferred Co-delivery Support	SA PREF C/D REMOTE SITE TRKG AURA R8	344345J	1			
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S_DIAGNOSTIC SRVR SW R2 Preferred Support	SA PREF ADS SAL GTWY OVA	284959	1	SAL GTWY SMALL OVA FOR AVP	340057	1
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S_DIAGNOSTIC SRVR SW R2 Upgrade Advantage	UPG ADV ADS SAL GTWY OVA	284960	1	SAL GTWY SMALL OVA FOR AVP	340057	1
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Subscription Elements

UC BASIC LICENSE FIXED SUBS ADJ LP	405416	80
UC CORE LICENSE FIXED SUBS ADJ LP	405418	800

**CITY OF PORT SAINT LUCIE
POLICE DEPT BLDG
121 SW PORT SAINT LUCIE BLVD
PORT SAINT LUCIE, FL 34984
Sold To : 5181638**

Maintenance Price Class Description	Service Description	Service Code	Svc Qty	Product Description	Product Code	Prod Qty
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Support Advantage Elements

SA APPL SERVER MEDIUM Advanced Parts Replacement Support - NBD-CODEL	SA PARTS NBD C/D APPL MED SRV R2D 3YAN #	255829J	1	ASP 120 DELL R640 SRVR P4 BUNDLE	700514194	1
	SA PARTS NBD C/D APPL MED SRV R2D 3YAN	255829J	1	R330 MID RANGE SRVR ASBCE	388048	1

SA CM GATEWAY SMALL Advanced Parts Replacement Support - NBD-CODEL	SA PARTS NBD C/D CM SM GTWY 3YAN	230140J	1	G430 MP40 MEDIA GATEWAY NON-GSA	700512174	1
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S_AURA SW SUPPORT R8 Remote Tracking Code - Preferred Co-delivery Support	SA PREF C/D REMOTE SITE TRKG AURA R8	344345J	1			
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S_DIAGNOSTIC SRVR SW R2 Preferred Support	SA PREF ADS SAL GTWY OVA	284959	2	SAL GTWY SMALL OVA FOR AVP	340057	2
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S_DIAGNOSTIC SRVR SW R2 Upgrade Advantage	UPG ADV ADS SAL GTWY OVA	284960	2	SAL GTWY SMALL OVA FOR AVP	340057	2
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