at&t

AT&T Network Integration Services
("NI Agreement")

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp)	AT&T Branch Sales Contact Name
County of San Mateo	AT&T	Name: Matthew Chartier
CUSTOMER Address	**AT&T Corp. Address and Contact**	**AT&T Branch Sales Contact Information**
Street Address: 455 County Center City: Redwood City State / Province: CA Country: USA Domestic / Intl / Zip Code: 94063	One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email : mast@att.com	Address: 1121 Jefferson Ave. City: Redwood City State / Province: CA Domestic / Intl / Zip Code: 94063 Email: mc9327@att.com Sales/Branch Mgr: Hans Maurits SCVP Name: Chris Congo
CUSTOMER Contact		**AT&T NI Contact Information**
Name: Michael Salazar Title: IT Manager -ISD Telephone: 650-363-4489 Fax: Email: msalazar@smcgov.org		Name: Bruce Dew Address: 4393 Riverboat Rd. 4th Floor City: Taylorsville State / Province: UT Domestic / Intl / Zip Code: 84004 Telephone: 801-763-8882 Email: brucedew@att.com
NOTICES TO CUSTOMER	**NOTICES TO AT&T**	
County of San Mateo Attention: Eric Fan ISD 455 County Center Redwood City, CA 94063	AT&T Corp One AT&T Way Bedminster, NJ 07921-0752 U.S.A. Attention: General Attorney	
CUSTOMER Billing Address		
ATTN : Eric Fan ISD County of San Mateo Street Address: 455 County Center City: Redwood City State / Province: CA Country: USA Domestic / Intl / Zip Code: 94063		

This agreement for AT&T Network Integration Services ("NI Agreement") is effective when signed by both the Customer and AT&T ("Effective Date").

Customer has requested that AT&T sign this Pricing Schedule first, and AT&T has agreed to do so. This Pricing Schedule as signed by AT&T shall be binding from the time of Customer's signature; AT&T will begin implementing the Services detailed in the attached SOW when a mutually executed copy is returned by Customer, provided such mutually executed copy is returned to AT&T not more than thirty (30) business days after AT&T delivered a signed copy to Customer. Further, any and all changes made to this document after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment hereto signed by authorized representatives of both parties.

AGREED:
County of San Mateo

By:_____
      President, Board of Supervisors, San Mateo County

      Date:

ATTEST:

By:

Clerk of Said Board

AGREED:
AT&T

By:_____
      (Authorized Agent or Representative)

(Typed or Printed Name)
      HANS MAURITS

(Title)
      SALES MANAGER

(Date)
      4-29-2019

ATTUID: bd074s

1. SCOPE

This NI Agreement sets forth the terms and conditions on which Customer buys from AT&T, and AT&T delivers to Customer the Services and/or Third Party Maintenance specified in a Statement of Work ("SOW") agreed to by the Parties from time to time and taking substantially the form of the attached Exhibit 1.

2. DEFINITIONS

"Affiliate" means an entity **(i)** that controls, is controlled by, or is under common control with a Party; **(ii)** that is registered and authorized to do business in the Project Country; and **(iii)** for whose performance under an SOW a Party remains ultimately liable.

"Damages" means, collectively, the damage, expense, injury, interest, liability, loss, and penalty incurred by a Party in connection with this NI Agreement.

"Equipment" means equipment manufactured by a company other than AT&T, in connection with which AT&T may provide Services and/or Third Party Maintenance.

"Information" means a Party's proprietary or confidential information disclosed to the other Party in the course of performing this NI Agreement, and marked **"Proprietary"** or **"Confidential"** or, even if not so marked, treated as such because its nature or the circumstances under which it is disclosed, lead the Receiving Party to reasonably believe it to be confidential or proprietary.

"Law(s)" means the international, regional, national or federal, provincial, state, or local code, convention, executive order, law, ordinance, rule, regulation, and statute, which applies to or governs any element of the Parties' performance under this NI Agreement and a SOW, and which extends to the obtaining of authorizations and permits, record-keeping, and reporting.

"Third Party Maintenance" means the SKU-based Equipment maintenance services performed by an AT&T Supplier and resold to Customer by AT&T on terms and conditions set forth in a SOW.

"Project Country" means the country, specified in an SOW, in which the Site is located.

"Services" means the services specified in an SOW. **"Services"** does not include Third Party Maintenance.

"Site" means the Customer Project-Country location at which Services are performed or their benefits enjoyed.

"Supplier" means the third party entity that provides the Third Party Maintenance.

3. STATEMENT(S) OF WORK

3.1 The Parties' respective Affiliates have the right to order Services and become party to the relevant SOW. AT&T has the right to elect to have its obligations under a Statement of Work performed by an Affiliate or a subcontractor, as long as they abide by all terms in this NI Agreement. Accordingly, references in this NI Agreement or in an SOW to "AT&T" and "Customer" as well as to "Party" and "Parties" are deemed, where appropriate, to apply to the Affiliates that are parties to an Attachment.

3.2 The terms and conditions for Third Party Maintenance ordered by Customer are set forth in an attachment to, a SOW (collectively, "Pass-Through Terms"). Pass-Through Terms originate with the Supplier. Customer agrees to the Pass-Through Terms, which, upon execution of the applicable SOW, become binding on, and enforceable solely between, Customer and Supplier.

3.3 An SOW that sets out specific charges for Services is Customer's binding commitment to buy those Services. An SOW that sets out a price list or method to calculate the price is a contract that sets the price for future Service purchases.

3.4 AT&T's performance under an SOW is conditioned on Customer's timely cooperation, which includes providing accurate information requested by AT&T. Customer acknowledges and agrees that AT&T relies on, and is under no obligation to verify independently, the accuracy or validity of information provided by Customer.

4. INVOICES and PAYMENTS

4.1 Unless an Attachment specifies otherwise, invoices for Services are issued and paid by, respectively, the Party Affiliates who are parties to the Attachment.

4.2 Invoices for Services issue monthly, and invoices for Materials issue upon completion of loading of Materials for delivery to Customer.

4.3 Customer's payment will be not later than thirty (30) days after receipt of invoice, will refer to the invoice number, and will be in the currency stated in the invoice. Payments will be without deduction or set-off, subject to the right to withhold payment where Customer, in good faith and on the basis of facts provided to AT&T in writing, disputes a charge within thirty (30) days after receipt of the invoice. Payment disputes not raised within the 30 days are waived. A service charge of the lesser of one and one-half percent (1½%) per month or the maximum amount allowed by law will be charged on all past due balances. Restrictive endorsements or other statements on checks are void.

4.4 Charges exclude the costs of clearing Materials through Customs, duties, shipping charges, surcharges, taxes, and other charges relating to AT&T's providing Deliverables ("Other Charges"). Other Charges are itemized in AT&T's invoice to the extent incurred or, in case of taxes, required by Law. Tax Exemption certificates, valid in the place of delivery, must be presented to AT&T prior to or with an Order to receive exemption status.

4.5 If Customer is required by Law to deduct or withhold tax from payments to AT&T, the amount payable is increased so that, after deduction or withholding, the net amount Customer pays is not less than what AT&T would have received had there been no deduction or withholding.

5.   WARRANTIES

AT&T will perform Services in a workmanlike manner consistent with the industry standards in the field to which the work pertains, and with any standard set forth in an SOW. OTHER THAN THE FOREGOING, AT&T MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING.

6.   LIMITATIONS OF LIABILITY

(a) TO THE EXTENT PERMITTED BY LAW, EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT AND UPON ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT, WARRANTY, OR TORT SHALL BE: PROVEN DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE THE NET PURCHASE PRICE PAID BY CUSTOMER FOR SERVICES UNDER THE APPLICABLE SOW THAT GAVE RISE TO THE LIABILITY. BOTH PARTIES UNDERSTAND AND ACKNOWLEDGE THAT THE FEES HEREUNDER REFLECT THE ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES IN THIS AGREEMENT, AND THAT THE LOSS OF AT&T'S SCHEDULED FEES UNDER THIS AGREEMENT MAY CONSTITUTE DIRECT DAMAGES

(b) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (i) INTEROPERABILITY, INTERACTION OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY THE OTHER PARTY OR BY THIRD PARTIES; (ii) UNAUTHORIZED ACCESS BY A THIRD PARTY OR LOSS OR DESTRUCTION OF THE OTHER PARTY'S APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

(d) NOTHING IN THIS SECTION LIMITS CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF CHARGES DUE AS PROVIDED HEREIN.

7.   INDEMNIFICATION

7.1 AT&T's Obligations. AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective trustees, employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this NI Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this NI Agreement.

7.2 Customer's Obligations. Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, 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.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The

party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

8. TERMINATION

8.1 For Uncured Material Breach. A Party has the right to terminate this NI Agreement or an Attachment for a material breach that remains uncured as of the thirty-first (31st) day after the breaching Party has received written notice specifying the breach. If the breach consists of a failure to comply with Laws or is of a nature that cannot be cured, termination will be effective on the date the breaching Party receives the breach notice.

8.2 Either party may terminate this Agreement upon 90 days written notice to the other party, without penalty.

8.3 Effects of Termination. Termination of an SOW does not affect other SOW(s) then in effect. Termination of this NI Agreement terminates all SOW(s) then in effect unless Customer and AT&T agree in writing as to which SOW(s) they intend to have continued in effect through completion of performance.

8.4 Termination Notices. Termination notices will be sent to the non-terminating Party and the non-terminating Affiliate(s) of the SOW (s) being terminated.

9. MISCELLANEOUS TERMS and CONDITIONS

9.1 Access. Subject to compliance with prevailing policies on access, conduct, and security, Customer ensures that AT&T will have the Site access reasonably necessary.

9.2 Amendments. For a modification of this NI Agreement or any SOW to be legally binding, it must be set forth in a writing signed by each Party.

9.3 Assignment. Neither Party will assign this NI Agreement without the other Party's prior written consent, which will not be unreasonably withheld or delayed. The assigning Party remains ultimately liable to the non-assigning Party for the performance of the assigned NI Agreement. An assignment other than in strict compliance with the foregoing is void.

9.4 Compliance with Laws. In its performance of this NI Agreement, each Party will comply with Laws. Without limiting the generality of the foregoing, each Party will strictly comply in particular with Laws governing **(i)** the collection, protection against unauthorized disclosure, retention, storage, transmission, and use of personal data including, in particular, the Laws of the European Union member states pursuant to Directive 95/46/EC on data privacy, and Directive 2006/24/EC on data retention, as well as all applicable U.S. and California State Law.

9.5 Confidentiality

(a) In the course of performing this NI Agreement, a Party ("Receiving Party") is likely to receive or have access to Information owned, controlled or disclosed by the other Party ("Disclosing Party"), prior to executing this NI Agreement.

(b) Unless Information was previously known to the Receiving Party free of any obligation to keep it confidential, has been (or is subsequently) made public by the Disclosing Party or a third party without violating a confidentiality obligation, or is independently developed by the Receiving Party, the Receiving Party will keep it confidential, use it solely to perform this NI Agreement, and disclose it solely to agents, contractors, employees, and officers who have a need to know such Information.

(c) Neither Party is granted a right or license in the other Party's Information. Each Party will use the same degree of care to prevent disclosure as it uses with its own Information, but not less than reasonable care. Copies of Information in written, graphic or other tangible form will be returned to the Disclosing Party on the earlier of the Disclosing Party's request or on expiration or termination of this NI Agreement. Copies of Information in electronic form will be destroyed on the earlier of the Disclosing Party's request, or on expiration or termination of this NI Agreement, in which case the Receiving Party will certify to the Disclosing Party the destruction of all such intangible forms of Information.

9.6 Construction of NI Agreement

(a) This NI Agreement reflects arm's-length negotiation and each Party's opportunity to review it with legal counsel and other advisors. Each Party acknowledges that it has the experience and sophistication to agree to, interpret, and understand each provision in this NI Agreement. Accordingly, no ambiguity will be construed against a Party because it may have drafted a provision.

(b) Section and paragraph headings are for reference only. They do not affect the meaning or interpretation of this NI Agreement. **"Include"** means **"includes, but is not limited to."** The singular includes the plural and vice versa. The Parties' respective rights and obligations are subject to modification as the Parties specifically agree in an Attachment. A specific obligation is not intended to limit the generality of its less specific obligation. **"Days"** means calendar days unless stated otherwise.

9.7 **Force Majeure.** Neither Party is liable for delayed or failed performance, or for Damages, arising out of or relating to fire, explosion, power interruption, earthquake, flood, the elements, strike, embargo, labor dispute, act of civil or military authority, war, act of terrorism, act of God, act or omission of a telecommunications carrier, act of a regulatory or government agency, or any other cause beyond a Party's reasonable control. In no event, however, is Customer excused from its obligation to pay for Services rendered. On the occurrence of a force majeure event, the Parties will negotiate alternatives to fulfilling this NI Agreement's purposes.

9.8 **Governing Law, Venue.** The Laws (but not the conflicts-of-law rules) of the State of California govern the construction and interpretation of this NI Agreement. Venue for disputes not resolved by negotiation will be The Superior Court for the County of San Mateo or the U.S. District Court for the Northern District of California and, accordingly, the Parties consent to the exclusive jurisdiction of the courts there. Notwithstanding the foregoing, nothing in this NI Agreement is intended, or to be construed, to limit a Party's right to seek injunctive relief from any court of competent jurisdiction for a breach of this NI Agreement. The United Nations Convention on Contracts for the International Sales of Goods does not apply to this NI Agreement.

9.9 **Integration Clause.** This NI Agreement constitutes the entire agreement between the Parties with respect to the Services. Except for Pass-Through Terms, this NI Agreement supersedes, and the Parties disclaim reliance on, all prior oral and written agreements, communications, and understandings between the Parties with respect to the Services.

9.10 **Intellectual Property**

    (a) Except as otherwise agreed in this Section, intellectual property and proprietary rights arising out of AT&T's performance of Services are and will remain the sole and exclusive property of AT&T. Neither ownership nor title to such property passes to Customer.

    (b) Customer owns the copies of reports that AT&T produces and furnishes to Customer ("Reports"). AT&T hereby grants Customer, under AT&T's copyrights, the perpetual, non-exclusive, personal, and non-transferable right to reproduce and modify Reports solely for Customer's internal business purposes. For avoidance of doubt, **"internal business purposes"** excludes public distribution, resale to third parties, and revenue generation.

    (c) AT&T also grants Customer, for the Term, the non-exclusive, personal, and non-transferable right to use items produced and furnished to Customer by AT&T under this NI Agreement, solely for Customer's own internal business purposes, or for such other purpose as the Parties agree in writing.

    (d) Other than the foregoing grants, this NI Agreement neither grants, nor implies, a right or license in an intellectual property right of AT&T.

9.11 **Language.** The authentic, legally binding language of this NI Agreement is English. If there is a conflict between the English version and a translation of it, the English version prevails.

9.12 **Notices.** Notices under this NI Agreement will be in writing and deemed given when delivered by overnight courier to the address set forth herein, or to such more recent address of the addressee of which the sending party has received written notice.

9.13 **Parties' Relationship.** The Parties' relationship, including that of their respective Affiliates, is strictly one of independent contractors. Accordingly, Supplier's performance of this NI Agreement in no event is intended, or to be construed, as an agency, employment, joint venture, or partnership relationship.

9.15 **Remedies.** Except where specified otherwise, remedies under this NI Agreement are cumulative, not sole and exclusive. Neither Party will retain the benefit of inconsistent remedies.

9.16 **Severability.** If a provision is held to be illegal, invalid, or unenforceable, it will be severed and, to the extent that doing so does not materially and adversely affect either Party's economic rationale for entering into this NI Agreement, the remaining provisions will remain in force.

9.17 **Survival.** Provisions on compliance with Laws, indemnification, Information, infringement, publicity, warranties, and such other provisions that, by their nature, would reasonably continue, will survive this NI Agreement.

9.18 **Statute of Limitations.** Any breach of contract action arising in connection with this Agreement must be filed within three (3) years from the date the contract was broken, or it will be deemed time-barred and waived. All other legal actions that arise in connection with this Agreement are governed by California judicial statutory limitations. The parties waive any statute of limitations to the contrary. Nothing in this section will relieve any party of any obligation to file a government claim within the time period prescribed by California law prior to filing a lawsuit.

9.19 **Third-Party Beneficiary.** No provision of this NI Agreement will inure to the benefit of a third person (including the public at large) so as to constitute such person a third-party beneficiary under this NI Agreement, or otherwise give rise to a cause of action in any person not a Party.

9.20 **Trademarks.** Neither Party will display or use, in advertising or otherwise, any trade name, logo, trademark, service mark, or other indicia of origin of the other Party without that Party's prior written consent, which consent may be revoked at any time by notice.

9.21 **Waiver.** For the waiver of a right or condition for the benefit of a Party to be effective, it must be given in writing by the waiving Party. No course of dealings or failure of a Party to strictly enforce a term, right or condition of this NI Agreement will be construed as a general waiver or relinquishment of that term, right or condition. A Party's waiver of a default will not be deemed a waiver of any other default.

10. MANUFACTURER'S or OTHER THIRD PARTY MAINTENANCE
Maintenance services, if any, resold to Customer hereunder may have additional terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to any and all such terms and is deemed to accept them upon commencement of the maintenance services.

EXHIBIT 1: STATEMENT OF WORK

Introduction

This SOW between **AT&T Corp**. ("AT&T") and **County of San Mateo** ("Customer") is attached to the NI Agreement and made a part thereof upon execution.

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by Customer and AT&T by May 9, 2019, and/or (ii) the engagement does not commence within thirty (30) calendar days of the Effective Date.

1. DEFINITIONS

"ALI" means Automatic Location Identification.
"APCO" means Association of Public-Safety Communication Officials-International.
"API" means Application Interface.
"ATP" means Acceptance Test Plan.
"AVPN" means AT&T Virtual Private Network utilizing MPLS technology
"CAMA" means Centralized Automated Message Accounting.
"Customer PBX equipment" means Legacy TDM PBX or an IP enabled PBX.
"E911" means enhanced 911 whereby additional location information more specific than the civic address may be defined and transmitted to the most appropriate, regional PSAP and internal security
"ECRC" means Emergency Call Response Center with functionality outlined in Section 2.3 of Exhibit 1 attached to this NI Pricing Schedule.
"EGW" means Customer Site premise Emergency Gateway appliance.
"ERSDB" means Emergency Routing Service Database with functionality outlined in Section 2.3 of Exhibit 1 attached to this NI Pricing Schedule.
"ESGW" means Emergency Services Gateway with functionality outlined in Section 2.3 of Exhibit 1 attached to this NI Pricing Schedule.
"**Emergency Routing Service**" or "**ERS**" means Emergency Routing Service which enables the routing of residential and commercial VoIP E9-1-1 emergency calls originating in the Territory, to the appropriate PSAP.
"**Endpoint**" means a hardware device or software instance that can make and receive voice calls.
"Endpoint Data" means information on the specific location of an Endpoint, including GPS coordinates, municipal address, building name, floor number and/or suite number.
"ERL" means Emergency Response Location.
"ESN" means Emergency Services Number.
"ESQK" means Stages Emergency Service Query Key.
"FCC" means Federal Communication Commission of the United States of America.
"GIS" means Geographic Information Systems
"Interface" means AT&T-supplied web based management interface for administration on the ERS and for the provisioning of Endpoints and Endpoint Data. This Interface is a SOAP/XML application utilizing SSL 256 bit encryption.
"IP" means Internet Protocol.
"IP Flex Reach" means AT&T IP Flex Reach SIP Service provided by AT&T that needs to be independently contracted with AT&T in order for ERS to be provisioned and enabled.
"ISDN" means Integrated Services Digital Network.
"MGW" means Media Gateway with functionality outlined in Section 2.3 of Exhibit 1 attached to this NI Pricing Schedule.
"MPLS" means Multi-Protocol Label Switching.
"MSAG" means Master Street Address Guide.
"nALI" means National ALI Database.
"NENA" means National Emergency Number Association
"NNI" means Network to Network Interface.
"POTS" means Plain Old Telephone Service.
"PBX" means Private Branch Exchange.
"PRI" means ISDN Primary Rate Interface
"PSAP" means a public safety answering point that has been designated to receive 9-1-1 calls and dispatch appropriate emergency services.
"PSTN" means Public Switched Telephone Network.
"RTP" means Real Time Protocol.
"SBC" means Session Boarder Controller.
"SIP" means Session Initiated Protocol.

"SOAP" means Simple Object Access Protocol.
"SS7" means Signaling System 7.
"SSL" means Secure Sockets Layer.
"Site(s)" means Customer location as defined in Appendix C of Exhibit 1 attached to this NI Pricing Schedule.
"TCP" means Transmission Control Protocol.
"TDM" means Time Division Multiplexing.
"Territory" means the United States of America exclusive of Puerto Rico.
 "UDP" means User Datagram Protocol.
"**User**" means Customer's and its Affiliates' personnel, employees, visitors and any other users of the ERS.
"VoIP" means Voice over IP.
"VPC" means VoIP Positioning Center with functionality outlined in Section 2.3 of Exhibit 1 attached to this NI Pricing
    Schedule.
"VPN" means Virtual Private Network.
"XML" means Extensible Markup Language.

All other capitalized terms used but not defined in this NI Pricing Schedule have the meaning given them in the
Agreement.

2. **Scope of Work**
    2.1   Services
    AT&T will provide the ERS for Customer's use in conjunction with AT&T IP Flex Reach. For avoidance of doubt,
    the Customer is responsible to contract with AT&T independently of this NI Pricing Schedule for the IP Flex
    Reach service. The deployment of the ERS detailed herein will be referred to as the project ("Project").

    The ERS provides E-9-1-1 connectivity from the Customer Site to over 6000 nationwide PSAPs across the US.
    In addition, ERS provides basic 9-1-1 connectivity to PSAPs in NENA i1 coverage areas. The ERS is delivered
    via SIP connectivity to AT&T's 9-1-1 SBCs in two geo-redundant datacenters. If the Customer does not correctly
    provision the Endpoint Data for an Endpoint and a 9-1-1 call is initiated from the Customer Site to the ERS cloud,
    the ERS will connect to the ECRC for call routing. For administrative functions, the Customer will be provided
    access to the Interface to manage Endpoint Data within the ERS.

    E9-1-1 calling via the ERS supports the ability to place 9-1-1 calls from all telephones at a Site terminated in
    Customer PBX equipment that terminate IP Flex Reach. All 9-1-1 calls placed via the ERS are routed properly
    by the Endpoint registration and can be connected to the appropriate PSAPs. Each Endpoint is registered with
    unique Endpoint Data and each Endpoint Data entry is associated with the physical location as defined by the
    ERL of the Endpoint. In addition to the ERS, the Customer must maintain at least one POTS line terminated on
    the Customer's PBX equipment at each Site configured and capable of completing 9-1-1 calls for purposes of
    E9-1-1 backup call-routing to the ECRC. Prior to turn up of the ERS for Customer, AT&T will undertake tests of
    the E9-1-1 functionality in support of the ERS. In the event that AT&T cannot, through the exercise of
    commercially reasonable efforts, successfully complete testing for all E9-1-1 functionality as per the ATP, AT&T
    may terminate the ERS and associated Order, and shall have no liability or further obligation with respect
    thereto.

    NOTE: Access to 9-1-1/E9-1-1. The FCC requires the following advisory.
    A 9-1-1 call originating from a VoIP system:
    (a) may not connect to the PSAP or may improperly ring to the administrative line of a PSAP, which may or may
          not be staffed by trained 9-1-1 operators;
    (b) may correctly connect to the PSAP, but not automatically transmit the User's phone number or physical
          location information; and,
    (c) VoIP may not work during a power outage or when the broadband/Internet connection fails or becomes
          overloaded.

    The FCC has imposed the following requirements (among others) to reduce the impact of these 9-1-1 access
    issues: Customer cannot "opt-out" of access to 9-1-1; before an interconnected VoIP provider can activate
    Customer's service, the provider must obtain from the Customer the physical location at which the Service will
    first be used so that emergency personnel will be able to locate any User dialing 9-1-1 from an interconnected
    VoIP service.   Customer is responsible for ensuring the continuous accuracy of the Endpoint Data. Additionally,
    the FCC requires that each Customer acknowledge its understanding of the advisories concerning the
    circumstances under which E9-1-1 may not be available. Such circumstances include, but are not limited to,
    relocation of the User's phone equipment, use of a non-native or virtual telephone number, failure in the

broadband connection, loss of electrical power, and delays that my occur in updating the User's physical location in the nALI database. The Customer hereby provide that acknowledgement by signing this SOW.

2.2 SOW Term

The term of the ERS shall commence on the earlier of (a) the date on which the Customer uses the ERS in a live production environment after the ATP is executed and signed-off on by the Customer, or (b) three (3) months from the Effective Date of the NI Pricing Schedule, and shall continue, unless terminated in accordance with the Termination specified in this SOW (Statement of work) for a term of 36 months ("Term").

2.3 ERS Components

AT&T ERS is composed of the following components with functionality as described below:

VPC
(a) Stages ESQK for proper ALI retrieval by the PSAP.
(b) Delivers routing instructions to the 9-1-1 Call Server.
(c) Provides the caller's location and callback number to the PSAP via the nALI.
(d) National ALI Steering agreement with various carriers.

nALI Database
(a) Supports ERL, endpoint, and User records.
(b) Accepts records from all 50 states.
(c) Real-time MSAG validation.
(d) Provides instantaneous corrections and alternatives.

ERSDB
(a) Maintains ESN polygon boundaries for VoIP.
(b) Geo-codes addresses based on street-level look-up of submitted address.
(c) Determines the physical PSAP for call routing based on caller's coordinates.
(d) Includes street-level GIS data and information provided by the 9-1-1 authority.
(e) Two commercial, industry-recognized datasets are used to geo-code street-level information.

ESGW
(a) Signaling and media interworking point between the IP domain and the conventional selective routing trunks.
(b) Connected using redundant SS7 or CAMA trunks to each regional selective router.
(c) Converts calls from IP to PSTN.
(d) Uses routing information provided by the VPC to deliver the call to the appropriate selective router.

9-1-1 Call Server
(a) Handles 9-1-1 calls.
(b) Receives routing instructions from the VPC.
(c) Forwards calls to the appropriate ESGW.

MGW
(a) Used for PSTN call delivery only.
(b) Signaling and media interworking point between the IP domain and the conventional ISDN/PRI trunks.
(c) Converts calls from IP to PSTN.
(d) Uses routing information provided by the VPC to deliver calls to the appropriate destination.

ECRC
(a) Used for un-provisioned callers and as a failover.
(b) Ability to reroute user to appropriate PSAP as an enhanced 9-1-1 call.
(c) Operated 24/7/365.
(d) APCO trained and certified staff.

2.4 ERS NOTES

The Customer acknowledges and agrees that the ERS may not function correctly, or at all, in the following circumstances:

(i) if Customer's equipment or network fails, is not configured correctly or does not meet the system specifications for use with the ERS;

(ii)   in the event of a network outage or extended power failure that it is outside the control of AT&T or its suppliers;

(iii)   if Customer fails to provide and maintain current and accurate Endpoint Data as required herein;

(iv)   following the suspension or termination of the ERS in accordance with the terms and conditions herein;

(v)   if there is network congestion that is outside the control of AT&T or its suppliers;

(vi)   if the PSAP emergency dispatcher does not promptly or properly answer or route the call or if errors or omissions are made by the PSAP or the local exchange carrier servicing the PSAP.

Customer acknowledges and agrees that AT&T will not be liable for any ERS outage, degradation or error, or any inability to, or delay in, accessing emergency service personnel due to any of the circumstances described in this sub-section.

2.5   EGW

AT&T will provision and implement EGW into Customer's network. EGW will be configured to support Customer's VoIP Network.   Each EGW will **each** require its own network connection and IP address.   To provide MSAG validation and address provisioning in the ERS cloud, an outbound HTTPS connection to AT&T provisioning servers is required. This connection can be routed through a Customer supplied web proxy.

3.   AT&T Responsibilities

AT&T will be responsible for executing the following activities. Activities not expressly included in this SOW are outside the scope.

3.1   AT&T Project Management.

In support of the Services provided to Customer, AT&T will:

(a) Assign a designated AT&T Project Manager ("AT&T PM") to interface directly with the Customer Project Manager and serve as the primary interface to Customer organization.

(b) Conduct a formal project kick-off meeting.

(c) Provide a draft Project Plan summarizing the Project, respective roles and responsibilities of the Parties, and timeline for performance draft for Customer's review. The draft and final document will reflect reasonably Customer's priorities and timeframes. Customer and AT&T will mutually agree to the Project Plan.

(d) Participate and provide status and project planning meetings as mutually agreed. The audience for such status meetings may be either the AT&T personnel, third party suppliers or Customer determined team members.

(e) Develop, manage and track Installation and Project performance against the Project Plan and schedules. Track all Change Control events.

(f) Develop and maintain any contact list and communication plan. Track and monitor prioritized action items and issues lists as needed.

(g) Coordinate scheduling, including Site access and change performance windows with Customer.

3.2   AT&T Installation and Configuration Services.

(a) Provide the Customer with remote installation and start-up assistance to effectively operate ERS. An experienced deployment engineer will work with Customer, via phone and Internet connection, to advise, configure, and test ERS, including:

   i.   Provide recommendations for Service deployment and configuration best practices,

   ii.   Site preparation requirements

   iii.   Compatibility requirements

   iv.   Network and IP address requirements, including firewall port access.

   v.   Create an ERS test account

(b) Assist Customer with ERS configuration and integration with the telephony and data network.

(c) Assist Customer with ERL data validation and provisioning.

(d) Provide recommendations for product deployment and configuration as per best practices

(e) Configure e-mail alerts for 9-1-1 call notification.

(f) Configure 9-1-1 call monitoring for a single Customer recipient.

(g) Configure the solution as per the Customer's technical and business requirements

3.3   AT&T Test and Turn-up Services.

(a) Assist in running AT&T ERS ATP that verifies:

   i.   IP connectivity between the various solution components

   ii.   Feature configuration

    iii.   Fallback scenarios
    iv.   System performance
    v.   Readiness to go live
(b) Assist Customer with troubleshooting, and correct any deficiencies if applicable.
(c) Upon acceptance of the ATP by the Customer set the ERS account to Live mode.

3.4   Deliverables
AT&T shall complete all tasks defined above with the express and singular goal of driving towards the completion of the AT&T ATP. Minimum requirements for completion of the ATP are a single endpoint, deployed into a single location that is proven to be capable of completing a call to the ERS. The completion and Customer acceptance of the ATP will transition the Project for Day II support and management tasks. Prior to the completion of the ATP, AT&T will provide the following documentation to the Customer:

(a) ERS Standard Operating Procedures
(b) ERS Support Policies
(c) Dashboard Manual
(d) ERS Networking Interface Description

3.5   Service Hours
The deployment services provided hereunder shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., Eastern Standard Time, excluding designated AT&T holidays ("Normal Business Hours" or "NBH"), unless otherwise noted herein. Service hours for ERS is 24 x 7, 365 days a year. Configuration of the service will happen during business hours. Cut-over of live calling can happen after-hours in conjunction with the AT&T team.

AT&T Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

4. Customer Responsibilities
To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer is responsible for the following:

4.1 General Responsibilities
(a) Assign resources and prepare procedures for installation, administration, testing, operation, and support.
(b) Provide a project manager to liaise with AT&T personnel for all aspects of this deployment.
(c) Provide AT&T with configuration details on the current data and telephony network configuration, topology, and any other information requested by AT&T.
(d) Ensure that all site preparation, compatibility requirements, circuits, and other specified service prerequisites are met.
(e) Physically and logically integrate the ERS into Customer PBX equipment.
(f) Configure all Customer premise equipment components and contact the appropriate vendor(s) to obtain technical assistance for third-party products not supplied or supported by AT&T.

4.2 System Planning
(a) Collect the information specified and complete the configuration worksheet supplied by AT&T.
(b) Survey the Site(s) and determine the ERLs. Determine the source of the ERL data (authoritative database).
(c) Assign resources and prepare procedures for 9-1-1 administration, automation, third party database integration and support.
(d) Order, install, and configure circuits and/or network interfaces utilized for connecting to the ERS cloud. These connections can be made via Public Internet, VPN over Public Internet, NNI connectivity between the Customer's Network and the ERS Cloud utilizing AVPN or other private transport. These IP connections will be comprised of SIP/TCP and RTP/UDP utilizing G.711 codec.

4.3 System Configuration
(a) Configure the Customer PBX equipment with a test dial plan (i.e. 811) to facilitate testing and overall connectivity to the ERS.

(b) Configure Customer packet filters, SBCs, firewalls, and other security devices to allow application connectivity between the Customer PBX equipment and the ERS.

4.4 Endpoint Data

(a) AT&T will provide Customer with an Interface which will allow the Customer to provision Endpoint Data into the National Automatic Location Identifier database. The Interface shall allow the Customer to update the Endpoint Data using only Customer premises or equipment necessary to access its VoIP telephone service. If the Endpoint Data is not provisioned in the Interface by the Customer, then the Endpoint Data must be provided with the E9-1-1 call.

(b) CUSTOMER EXPRESSLY ACKNOWLEDGES THAT IT IS SOLELY CUSTOMER'S OBLIGATION AND RESPONSIBILITY TO ENSURE THAT CORRECT, ACCURATE AND CURRENT ENDPOINT DATA IS ENTERED INTO THE INTERFACE FOR EACH ENDPOINT OR THAT ENDPOINT DATA IS PROVIDED AT THE TIME OF THE CALL.

(c) If required by applicable telecommunications carriers or applicable law, Customer shall provide AT&T with a letter of agency which authorizes AT&T, as a limited agent for Customer, to work with the telecommunications provider on Customer's behalf for the purpose of establishing interconnections between AT&T, Customer and/or the telecommunications carrier that are necessary to enable AT&T to provide the ERS.

4.5 Provisioning and Testing: 9-1-1

(a) Define ERL with-in Customer's physical floor plan of the Site(s).
(b) Perform Initial batch upload of Endpoints and Endpoint Data via the Interface.
(c) AT&T will assist Customer in testing between the Customer PBX equipment and the ERS, fallback 9-1-1 call paths, voice quality.
(d) Perform live 9-1-1 calls from each ERL to confirm that applicable PSAP(s) are receiving the correct information.
(e) Sign off on the ATP for 9-1-1 production call routing.
(f) Switch test pattern in the Customer PBX equipment dial plan to route 9-1-1 calls to the ERS.

4.6 Additional Responsibilities

a) **Permitted Use**. Customer agrees that it shall only use the ERS for the routing of 9-1-1 calls and for no other purpose and shall take all reasonable steps to ensure that the ERS is not used for any other purpose.

b) **Facilities and Networks**. Customer shall be responsible for providing, at its cost, all facilities and networks required to operate with and interconnect to the ERS.

c) **Customer Network**. Customer shall regularly configure, monitor and manage their network and equipment to ensure that there is no interruption in connectivity with the ERS.

d) **Network Security**. In the event that either Customer or AT&T become aware of any security vulnerability that arises from the interconnection of the ERS with Customer's networks and equipment, the parties agree that they will provide all reasonable cooperation to promptly address such vulnerabilities.

5. Project Governance

5.1   Change Control Process

Either Party must submit change requests to contractual documents in writing via the sample at Appendix A to this SOW. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Once agreed both parties must execute the document in Appendix A.

5.2   Engagement Contacts

	Customer	AT&T
Name	Michael Salazar	Bruce Dew
Title	IT Manager - ISD	Engagement Manager
Address	455 County Center, Redwood City, CA 94063	4393 Riverboat Road #400, Riverton, UT 84004
Contact Information (Phone/Email)	(650) 363-4489 / msalazar@smcgov.org	801-763-8882 / bd074s@att.com

6. **Fees and Charges**
   6.1 AT&T shall provide the Services for the Fees stated below. All Charges are shown in US Dollars ("USD")

Table A – Monthly Recurring Charges (MRC):

Item Description	Unit of Measure	Item Code	Price per Unit	Notes
Enterprise Endpoint	Per endpoint record / month	EN911-EPOMRC	$0.35	.35 cents per endpoint x 8,119 assumed endpoints per month=$2,841.65
Enterprise VPN Tunnel	Per month, per pair of tunnels	EN911-NETSER	$267.00	

MRC charges (the full amount of $3,108.65/month) invoiced upon service turn-up and monthly thereafter for Term of agreement.

Table B – Non Recurring Charges (NRC):

Item Description	Unit of Measure	Item Code	Price per Unit	Notes
Professional Service Installation Service	10 hour package	PROSP-PIPPSH	$3,250.00	
Emergency Gateway Virtual Appliance with 2,500 Endpoint Base License	Per package	SW911-EGWEVA	$50,600.00	
Additional 2,500 Enterprise Endpoint License	Per package	SW911-EGWEVL	$18,975.00	Three (3) endpoint packages included at $6,325 each.
Desk Alert Software License - Unlimited License Per EGW	Per package	SW911-DALPKG	$7,475.00	

NRC charges (Total of $80,300 for all NRC charges) invoiced after installation and upon service turn-up.

Table C – Maintenance: Annual recurring charges for each year, after initial year. (Maintenance for Year 1 is included in Non Recurring Charges)

Item Description	Unit of Measure	Item Code	Price per Unit	Notes
Annual Maintenance & Support-Virtual Emergency Gateway	Per package per year	PROSR-EGWVEM	$8,073.00	Cost each year in year 2 and in year 3
Annual Maintenance & Support - Virtual Emergency Gateway Licenses	Per package per year	PROSR-EGWVEA	$3,105.00	Cost each year in year 2 and in year 3
Annual Maintenance & Support - Desk Alert	Per package per year	PROSR-DAKAMF	$1,346.00	Cost each year in year 2 and in year 3

Maintenance charges for ARC (Annual recurring charges) invoiced at the anniversary of the initial project start date (Payment #1: 12 months after NRC charges invoiced for year 1 maintenance, and then Payment #2: 24 months after original NRC charges invoiced for year 2 maintenance).

6.2 Additional Pricing Terms and Conditions

(a) **Defined Scope.** Pricing is based on the currently defined scope. Any additions or changes to this SOW will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control. Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW.

(b) **Invoicing.** AT&T will invoice the Service Fees upon completion, as defined herein. AT&T will invoice Services monthly and will cover any one-time charges or expenses incurred during the previous calendar month.

(c) **Travel and related Expenses.** Fees do not include expenses for AT&T travel to Customer's facilities. No travel is needed or expected.

(d) **Time and Material ("T&M") Rate.** In the event that the scope of work changes from this SOW or AT&T is requested to perform Services outside of NBH, AT&T will bill Customer at a T&M rate of two-hundred seventy five dollars ($275.00) per hour per AT&T Consultant for the additional time spent on the change requests. All such out of scope matters will be handled via the Change Control process outlined herein.

(e) **AUDIT RIGHTS**

During the ERS Term and for a period of (1) year thereafter, AT&T (or its authorized representative) may request from Customer documentation for the sole purpose of conducting an audit in order to reconcile billing and payment discrepancies. Such documentation shall be specifically described by AT&T and shall be documentation or reports generally maintained in or that may be generated by the systems utilized as part of the ERS. Customer shall make commercially reasonable efforts to provide all such documentation within 10 Business days. Such requests may be made by AT&T no more often than once in any 12 month period. Upon receipt of the documentation, AT&T shall promptly audit such records and provide Customer the results of such audit and the Customer shall have ten (10) Business Days to dispute such results and if such a dispute exists, the parties shall work in good faith to resolve the dispute. If any audit establishes that Customer underpaid AT&T by more than five percent (5%) of the amount due for the period examined, Customer shall pay to AT&T its reasonable expenses incurred for such audit, in addition to any amounts shown to be underpaid, within thirty (30) days after the date of written notice from AT&T. If any audit establishes that Customer has overpaid AT&T, AT&T shall credit Customer the amount of the overpayment within two (2) invoice cycles from the date of the determination of Customer's overpayment.

7. Engagement Assumptions

This SOW is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide Customer with the changes to the scope, tasks, deliverables or terms and conditions of this SOW via the Change Control Process described in this SOW.

(a) Customer will provide AT&T with requested information in a timely manner, and takes full responsibility and liability for the accuracy of all information supplied to AT&T by Customer and which AT&T relies upon in its performance hereunder.

(b) This SOW is based on information known as of its Effective Date and is subject to change as new information may be discovered over the course of the engagement.

(c) During this engagement, Customer will provide access to personnel who participated in meetings to resolve questions or issues as they arise.

(d) If security restrictions apply to any or all Customer systems, the Customer may be required to assume additional responsibilities for maintaining the system and/or software because of its interface with ERS.

(e) The ability of AT&T to provide the Services is dependent upon the Customer's local resources and their full and timely cooperation with AT&T, as well as the accuracy and completeness of any information/data the Customer may provide AT&T.

(f) The following are out of scope for this SOW:
   i. Modifications to the supported software or hardware
   ii. Deployment services outside of the standard hours of coverage
   iii. Resolution of problems encountered due to third party equipment and/or software
   iv. Code, code examples, commands, sample commands or modifications to code or commands.
   v. Any onsite Services

(g) In the event of a potential overrun in terms of estimated installation charges, AT&T will contact the Customer as soon as such potential is detected to arrange a Change Order per Section 5.1 of this SOW.

(h) For avoidance of doubt, AT&T's obligation to deliver the ERS and it associated features as described in this SOW is contingent upon the Customer's contract with AT&T for the IP Flex Reach product on or before the Effective Date of this NI Pricing Schedule.

8. Termination

Customer may terminate this SOW with 30 days' written notice. AT&T may suspend the ERS in the event: (i) the Customer's equipment or network causes damage, or in the reasonable opinion of AT&T is likely to cause damage, to AT&T's equipment, databases or networks or (ii) the Customer's use of the ERS disrupts the normal use of the service for other AT&T Customers, or (iii) if the Customer terminates the IP Flex Reach contract with AT&T. AT&T shall notify the Customer promptly following any such suspension of the ERS. In the event Customer terminates this SOW or any portion hereof for any reason other than AT&T's uncured material breach, Customer shall be responsible to pay for all Services rendered up to and through the 30 day notification period.

APPENDIX A: SAMPLE CHANGE REQUEST FORM

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

Task Description:

Other information related to Change:

Impact of Change
Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).

AGREED and ACCEPTED:
CUSTOMER:
By:_____
       (Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED and ACCEPTED:
AT&T
By:_____
       (Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

APPENDIX B: SAMPLE ACCEPTANCE TEST PLAN

Test Cases

The test plan is divided into 4 series of test suites, each targeting a specific category of functionality of the ERS service:

1. ERS Connectivity (Open Internet, VPN, or NNI)
2. Provisioning Validation
3. 911 Test Calls
4. SIP Redundancy

Note: Test cases that have "N/A" as a possible result are dependent on the customer's configuration.
All other test cases <u>MUST</u> be completed successfully.

1.0 ERS Connectivity

Test Case Number	1.0
Test Case Title	VPN Connectivity
Test Purpose	Verifies that VPN connections are established (if configured)
Test Case Procedure	1. Customer and AT&T verify VPN is established 2. Customer and AT&T verify traffic is routing through tunnel
Checks	VPN tunnel is up and stable
Expected Results	Both customer and AT&T show the VPN tunnel as complete
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

Test Case Number	1.1
Test Case Title	SIP Connectivity
Test Purpose	Verifies that the Customer IPs can successfully connect via SIP on port 5060 to both ERS SBCs.
Test Case Procedure	1. Verify that SIP options are received by AT&T SBCs 2. Verify that SIP 200 OK response is received by customer SBC
Checks	Two way connectivity is properly established
Expected Results	Customer shows ERS SBCs as available / reachable
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	*<Repeat for each customer IP address>*

Test Case Number	1.2
Test Case Title	PSTN Connectivity (PSTN Handoff Only)
Test Purpose	Verifies that the Host can connect thru the PSTN Handoff number provided by AT&T to ERS SBCs.
Test Case Procedure	1. Place a test emergency call to AT&T.
Checks	1. Emergency dialed number correctly translated to PSTN handoff 2. Call successfully received by deployment engineer.
Expected Results	1. Two audio way established with AT&T deployment engineer 2. Subscriber DID received as CallerID
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

Test Case Number	1.3
Test Case Title	Voice Quality
Test Purpose	Verifies voice quality of link to the ERS
Test Case Procedure	1. Customers places a test call (711) to AT&T. 2. Customer records a short message
Checks	Recorded message is played back to the customer
Expected Results	Playback audio quality is satisfactory
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

2.0 Provisioning Validation

Test Case Number	2.0
Test Case Title	Manual Provisioning of Location and Subscriber Information
Test Purpose	Verifies that manual provisioning and validation of ERLs and Subscribers is working correctly
Test Case Procedure	1. From the 911 dashboard, customer provisions a couple valid ERLs with subscribers that will be used for testing purposes.
Checks	1. Client provisions an ERL 2. Client provisions a subscriber to the ERL
Expected Results	1. Location validates against AT&T system 2. Location is saved 3. Provisioned subscriber to ERL
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

Test Case Number	2.1
Test Case Title	Batch Provisioning of Location and Subscriber Information
Test Purpose	Verifies that batch provisioning and validation of ERLs and Subscribers through the client portal is working correctly
Test Case Procedure	1. Export ERL batch template from 911 dashboard 2. Edit template file and insert a couple of valid ERLs 3. Import completed ERL batch template from 911 dashboard 4. Validate imported batch ERL file 5. Provision validated batch ERL file 6. Verify batch results and make corrections as needed 7. Export Subscriber batch template 8. Edit template file and insert a couple of valid Subscribers 9. Import completed Subscriber batch template from 911 dashboard 10. Validate imported batch Subscriber file 11. Provision validated batch Subscriber file
Checks	1. ERLs and Subscribers successfully provisioned. 2. Invalid ERLs or Subscribers were identified
Expected Results	ERLs and Subscribers are now available in the 911 dashboard
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

Test Case Number	2.2
Test Case Title	SOAP Provisioning of Location or Subscriber Information
Test Purpose	Verifies that provisioning and validation of ERLs or Subscribers via SOAP is working correctly
Test Case Procedure	1. Customer executes a SOAP provisioning call 2. Verify that provided SOAP credentials are working 3. Verify that SOAP Web Services are available for provisioning
Checks	Client receives 200 OK response from 911 Web Services (i.e. does not receive 401 Unauthorized)
Expected Results	Provisioning Web Services are available
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

3.0 9-1-1 Test Calls

Test Case Number	3.0
Test Case Title	911 Call From Subscriber In Demo Mode
Test Purpose	Verifies 911 calls are routed to ERS and two way audio is working
Test Case Procedure	1. Customer configures applicable 911 routing 2. Customer places a test emergency call to AT&T from provisioned subscriber. 3. Engineer answers call using VPSAP
Checks	1. Call is received by AT&T 2. 2-way voice path established between customer and AT&T 3. Codec=G.711u 4. Emergency location received 5. Account ID is identified using ADP method 6. Subscriber ID identified using LDP method 7. Callback Number is identified using Callback SIP field
Expected Results	Call established between customer and AT&T
Test Date	Click here to enter a date
Tested By	Customer: Tested by:
Test Result	Test Result
Remarks	

Test Case Number	3.1
Test Case Title	Location Determination Header Verification
Test Purpose	Verify Header Format (FROM or CONTACT)
Test Case Procedure	1. Customer places a test emergency call to AT&T from provisioned subscriber. 2. Record header from CDR
Checks	Header matches location determination preference
Expected Results	Call establishes to AT&T and headers can be parsed
Test Date	Click here to enter a date
Tested By	Customer: Tested by:
Test Result	Test Result
Remarks	*<Paste recorder header here >*

Test Case Number	3.2
Test Case Title	4 Minute Call Timer
Test Purpose	Verifies that an average emergency call of 4 minutes can complete
Test Case Procedure	1. Customer places a test emergency call to AT&T 2. Leave call established for 4 minutes (average call length)
Checks	Call quality is acceptable and call remained established during the entire call duration.
Expected Results	Call is not disconnected at any time
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

Test Case Number	3.3
Test Case Title	Extension Bind 911 Callback
Test Purpose	Verifies that the provisioned extension can be called back VIA SIP
Test Case Procedure	1. Subscriber places a test emergency call to AT&T from provisioned subscriber with and extension or non 10 digits DID. 2. Engineer receives call and verifies call back number 3. Customer and Engineer hang-up 4. Engineer places a call to the received callback number 5. Subscriber receives callback from engineer
Checks	Call connects to correct subscriber within 15 minutes of callback
Expected Results	Callback succeeds
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

Test Case Number	3.4
Test Case Title	Crisis Email Alert Notifications
Test Purpose	Verifies that an emergency call from location with Crisis Alert notification enabled correctly sends the crisis email alert.
Test Case Procedure	1. Provision ERL with Crisis Email Alert Notification enabled 2. Customer places a test emergency call from Subscriber associated with ERL 3. Verify email inbox of Crisis Email Alert Notification recipient
Checks	Crisis Email Alert received with correct location information
Expected Results	Email received by customer
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

Test Case Number	3.5
Test Case Title	Direct Call Delivery
Test Purpose	Verifies that emergency calls are routed to the correct security desk and two way audio is working
Test Case Procedure	1. Customer configures direct call delivery for a specific ERL 2. Customer places an emergency call from subscriber assigned to the ERL. 3. Appropriate security personal receives call
Checks	1. Call is received by security desk 2. 2-way voice path established between customer and security desk 3. Calling party (ANI) is correctly displayed at security desk phone
Expected Results	Call established between customer and security desk
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

Test Case Number	3.6
Test Case Title	Direct Call Delivery Dial Plan
Test Purpose	Verifies that emergency calls made to the security desk dial plan are routed to the correct security desk
Test Case Procedure	1. Customer configures new security desk dial plan 2. Customer places a test emergency call using security desk dial from subscriber assigned to an ERL with direct call delivery. 3. Appropriate security personal receives call
Checks	1. Call is received by security desk 2. 2-way voice path established between customer and security desk 3. Calling party (ANI) is correctly displayed at security desk phone
Expected Results	Call established between customer, AT&T and security desk
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

Test Case Number	3.7
Test Case Title	3 Way Conference Calling
Test Purpose	Verifies that emergency calls are routed to AT&T and the correct security desk and two way audio is working
Test Case Procedure	1. Customer configures 3 way conference for a specific ERL 2. Customer places a test emergency call from subscriber assigned the ERL. 3. Engineer answers call using VPSAP and appropriate security personal receives call
Checks	1. Call is received by AT&T and by security desk 2. 2-way voice path established between customer and security desk 3. Codec=G.711u 4. Calling party (ANI) is correctly displayed at security desk phone and VPSAP
Expected Results	Call established between customer, AT&T and security desk
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

4.0 SIP Redundancy

(The following test cases are to be performed for SIP Connectivity customers only)

Test Case Number	4.0
Test Case Title	ERS Primary SBC IP Address Is Unreachable
Test Purpose	Verifies that emergency calls are routed to the alternate ERS SBC
Test Case Procedure	1. Engineer blocks access to the ERS Primary SBCs (via firewalls) 2. Customer verifies that the ERS Primary SBCs are determined to be unreachable (By loss of SIP OPTIONS connectivity) 3. Customer places a test emergency call
Checks	Call is routed correctly to ERS Secondary SBC IP address
Expected Results	Connectivity failure results in customer selecting alternate route and 911 call routing capabilities are maintained
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

Test Case Number	4.1
Test Case Title	Both ERS SBC IP Addresses Are Unreachable
Test Purpose	Verifies that 911 calls are routed to the ECRC
Test Case Procedure	1. Engineer blocks access to both Primary and Secondary ERS SBCs (via firewalls) 2. Customer places a test emergency call
Checks	Call is routed correctly to ECRC via contingency routing number over PSTN.
Expected Results	1. Connectivity failure results in customer selecting alternate route and 911 call routing capabilities are maintained. 2. Location data may not be available while routing over PSTN
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

Test Case Number	4.2
Test Case Title	Re-Activate SBC IP Addresses
Test Purpose	Verifies that 911 calls are routed to the Primary ERS SBC IP address after connectivity is re-established
Test Case Procedure	1. Engineer re-activates both Primary and Secondary ERS SBCs (via firewalls) 2. Customer places a test emergency call
Checks	1. Call is received by AT&T 2. 2-way voice path established between customer and AT&T 3. Codec=G.711 4. Emergency location received 5. Subscriber ID identified
Expected Results	Call established between customer and AT&T
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

Test Case Number	4.3
Test Case Title	ERS SBC Call Rejection
Test Purpose	Verifies that 911 calls are alternate routed when ERS SBC responds "*503 Service unavailable*"
Test Case Procedure	1. Engineer configures account for maintenance mode 2. Customer places a test emergency call
Checks	1. Primary ERS SBC responds with "503" 2. Customer attempts to connect to secondary ERS SBC 3. Secondary ERS SBC responds with "503" 4. Customer attempts to alternate route via contingency routing number
Expected Results	1. Call is routed correctly to ECRC via contingency routing number over PSTN 2. Subscriber Caller ID is passed in the CRN call. 3. If subscriber does not have a DID, main BTN is provided as Caller ID
Test Date	Click here to enter a date
Tested By	Customer: AT&T:
Test Result	Test Result
Remarks	

This attachment is part of the agreement between AT&T Corp. and the County of San Mateo.

I. CONTRACT DOLLAR AMOUNT

In no event shall total payment for services under this Agreement exceed Two Hundred Seventeen Thousand, Two Hundred Sixty Dollars ($217,260).

For purposes of clarity, the County will track its expenditures against this limit, and shall notify AT&T if the limit has been exceeded. Upon notification, AT&T shall stop providing services or may continue to provide service upon direction from the County while the County seeks additional funding. In no case shall AT&T be required to modify any pricing of this Agreement.

II. TERM

The term of this Agreement shall commence upon execution and shall continue, unless terminated in accordance with the Termination specified in this SOW (Statement of work) for a term of 36 months ("Term").

III. AVAILABILITY OF FUNDS

County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.

IV. EQUAL BENEFITS ORDINANCE

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

V. EMPLOYEE JURY SERVICE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County:

"For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

VI.   HISTORY OF DISCRIMINATION

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

VII.   HOLD HARMLESS

Terms and conditions relating to indemnification and holding San Mateo County harmless are set forth in the NI Agreement (in particular Section 7 regarding "Indemnification").

VIII. ELECTRONIC SIGNATURE

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IX.   COMPLIANCE WITH PUBLIC RECORDS ACT

Nothing in the Agreement between the parties shall restrict Customer from disclosing material, including that which may be designated or considered confidential, pursuant to the California Public Records Act (California Government Code section 6250 et seq.), a subpoena, a court order, or any other legal authority.