



AT&T Telecommunications Services

**AUTHORIZED USER AGREEMENT  
FOR HIGH CAPACITY VOICE TRUNKING SERVICES  
PURSUANT TO CONTRACT NO. 15-91579-101  
BETWEEN AT&T CORP. AND THE STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION**

<b>Authorized User ("Authorized User")</b>	<b>AT&amp;T Corp. ("AT&amp;T")</b>	<b>AT&amp;T Sales Contact Name Primary Contact</b>
Winnebago County	AT&T Corp. on behalf of its Affiliates	Name: Robert Gagliano
<b>AUTHORIZED USER Address</b>	<b>AT&amp;T Address</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b>
Street Address: 415 Jackson City: Oshkosh State: WI Zip Code: 54901	One AT&T Plaza Dallas, Texas 75202	Street Address: N17 W24300 Riverwood DR City: Waukesha State: WI Zip Code: 53188 Fax: Email: rg2452@att.com Sales/Branch Manager: Richard Krause SCVP/RVP Name: Debra Harrison
<b>AUTHORIZED USER Contact</b>	<b>AUTHORIZED USER Billing Address</b>	<b>AT&amp;T Authorized Agent or Representative Information (if applicable) Primary Contact</b>
Name: Gina Eiden Title: Network Mgr Telephone: 9202361243 Fax: Email: geiden@co.winnebago.wi.us	Street Address: City: State: Zip Code:	Name: Company Name: Agent Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code

This Authorized User Agreement (this "Authorized User Agreement") is entered into pursuant to, and hereby incorporates the terms and conditions of, Contract No. 15-91579-101, last signed June 27, 2012 (the "State Agreement for High Capacity Voice Trunking Services"), between AT&T Corp., on behalf of its affiliates ("AT&T") and the State of Wisconsin Department of Administration (the "State of Wisconsin"). Winnebago County ("Authorized User") is an Authorized User as defined in Section 2.0 of the State Agreement for High Capacity Voice Trunking Services. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the State Agreement for High Capacity Voice Trunking Services.

**1. AUTHORIZED USER AGREEMENT TERM AND EFFECTIVE DATES**

<b>Authorized User Agreement Term</b>	60 Months
<b>Authorized User Term Start Date</b>	Date of Last Signature
<b>Authorized User Term End Date</b>	60 Months After the Date of Last Signature

**CONFIDENTIAL INFORMATION**

*This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.*

## 2. AUTHORIZED USER OBLIGATIONS

2.1 Authorized User agrees to be bound by the rates, terms and conditions of the State Agreement for High Capacity Voice Trunking Services, including without limitation, all rates, terms and conditions set forth in the Pricing Schedules and Exhibits included as part of the State Agreement for High Capacity Voice Trunking Services. ***Such rates, terms and conditions include but are not limited to those setting forth minimum payment period obligations.*** A copy of the State Agreement for High Capacity Voice Trunking Services, including Pricing Schedules and Exhibits, is attached hereto as Attachment A.

2.2 Authorized User is exclusively responsible for all payments owing to AT&T for the Services provisioned hereunder and the State of Wisconsin shall not be deemed to be a surety or guarantor of any such payments. Authorized User shall pay for the Services ordered hereunder pursuant to the Pricing and Billing terms in Section 6.0 of the State Agreement for High Capacity Voice Trunking Services.

2.3 Pursuant to Sections 4.6 and 6.6 of the State Agreement for High Capacity Voice Trunking Services, AT&T shall bill Authorized User, on behalf of the State of Wisconsin Department of Administration, a Headquarters Credit for subscribing to Authorized User Services. Such Headquarters Credit shall be identified on invoices remitted to Authorized User from AT&T. As of August 2012, the amount of the Headquarters Credit for High Capacity Voice Trunking Services is \$ 0.00. The amount of the Headquarters Credit is subject to change at the discretion of the State of Wisconsin Department of Administration.

2.4 For Services purchased pursuant to the AT&T IP Flexible Reach and AT&T IP Toll-Free Pricing Schedule included in the State Agreement for High Capacity Voice Trunking Services, Authorized User Contact (noted above), on behalf of Authorized User, acknowledges that Authorized User has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found in the SG Library accessible at <http://new.serviceguide.att.com>. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Authorized User's location in the automatic location information database.

2.5 For Services purchased pursuant to the AT&T IP Flexible Reach and AT&T IP Toll-Free Pricing Schedule included in the State Agreement for High Capacity Voice Trunking Service, the start date of the Minimum Payment Period, per service component, shall be the later of the Effective Date of this Authorized User Agreement or installation of the Service component.

2.6 For Services purchased pursuant to the AT&T IP Managed Internet Service Pricing Schedule included in the State Agreement for High Capacity Voice Trunking Service, the start date of the Minimum Payment Period, per service component, shall be the later of the Effective Date of this Authorized User Agreement or installation of the Service component.

## 3. SERVICES

Authorized User agrees to purchase and AT&T agrees to provide the Services as described in the State Agreement for High Capacity Voice Trunking Services, and as ordered by Authorized User. Authorized User will order the Services through any AT&T ordering system or method identified by AT&T from time to time.

## 4. MISCELLANEOUS PROVISIONS

4.1 To the extent the term of this Authorized User Agreement extends beyond the term of the State Agreement, the rates, terms and conditions set forth in the State Agreement, including without limitation the relevant Pricing Schedules, shall apply during the remainder of the term of this Authorized User Agreement.

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4.2 This Authorized User Agreement shall be governed by and construed under the laws of the State of Wisconsin without giving effect to the principles of conflicts of laws thereof. This Authorized User Agreement (including the Attachments) and the State Agreement for High Capacity Voice Trunking Services contain the entire agreement between the parties with respect to its subject matter and supersede all prior understandings or oral or written agreements relating to such subject matter. In addition, this Authorized User Agreement may only be amended by a writing executed by a duly authorized representative of each party hereto.

**AUTHORIZED USER (by its authorized representative)**

By: \_\_\_\_\_  
Typed or  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AT&T CORP. (by its authorized representative)**

By: \_\_\_\_\_  
Typed or  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**List of Attachments:**

Attachment A: Contract No. 15-91579-101, last signed June 27, 2012, between AT&T Corp., on behalf of its affiliates ("AT&T") and the State of Wisconsin Department of Administration (the "State of Wisconsin"), including all Pricing Schedules and Exhibits.

**CONFIDENTIAL INFORMATION**

*This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.*



Please sign by March 31, 2012.

**ILEC INTRASTATE SERVICES PRICING SCHEDULE**  
 Provided Pursuant to Custom Terms
**ATTACHMENT A - WISCONSIN****RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION**

State of Wisconsin Department of Administration

**A-1 Rates and Charges: Initial Quantities**

Service	Service Description / USOC	Quantity	Monthly Recurring Charge (MRC) per unit	One-time Service Component Charge (per unit)
ISDN Prime Service ("ISDN PRI")	Port, Switch DMS / ZPAZD/ZPOZD	Growth	\$200.00 ✖	\$0.00
ISDN Prime Service ("ISDN PRI")	Unlimited Local Calling on PRI / UTW	Growth	\$77.60 ✖	\$0.00
ISDN Prime Service ("ISDN PRI")	DID - Telephone Numbers - each / LTG6X	Growth	\$0.15 ✖	\$0.00
ISDN Prime Service ("ISDN PRI")	Calling Name ID per trunk group / NM1PG	Growth	\$15.00 ✖	\$150.00
DS3 Service	LDC Transport - Zone 2 / TZUP2	Growth	\$990.00	\$0.00
DS3 Service	LDC Transport - Zone 3 / TZUP3	Growth	\$990.00	\$0.00
DS3 Service	Central Office Multiplexing - Zone 2 / QM3X2	Growth	\$355.60	\$0.00
DS3 Service	Central Office Multiplexing - Zone 3 / QM3X3	Growth	\$355.60	\$0.00
DS1 Service	LDC Transport - Zone 1 (for PRI) / TZ4X1	Growth	\$100.10	\$0.00
DS1 Service	LDC Transport - Zone 2 (for PRI) / TZ4X2	Growth	\$100.10	\$0.00
DS1 Service	LDC Transport - Zone 3 (for PRI) / TZ4X3	Growth	\$100.10 ✖	\$0.00

**A-2 Customer Sites**

SERVICE	LOCATION(s) which are contained in service areas listed pursuant to this Pricing Schedule
DS1 Service	Customer Sites in the AT&T service areas in Wisconsin
DS3 Service	Customer Sites in the AT&T service areas in Wisconsin
ISDN PRI Service	Customer Sites in the AT&T service areas in Wisconsin

Pricing Components, Additional Fees, Fed Access, State Access, 911 County  
 Charges not included. Remain the same as previous contract.

Please sign by March 31, 2012.

**ILEC INTRASTATE SERVICES PRICING SCHEDULE**  
 Provided Pursuant to Custom Terms
**4. ADDS; MOVES****4.1 New Service Components Not Subject to a Minimum Quantity Commitment ("Adds")**

Adds permitted only as specified below:				
Service Components Permitted for Adds	State(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges	Additional Requirements
All Service Components listed in Attachment(s) A	State(s) listed in Attachment A plus any other State(s) in states included in Attachment A	As provided in Attachment A	As provided in Attachment A, plus any additional special construction charges that may be assessed	• Adds must be installed no later than 30 months after Effective Date

**4.2 Moves**

Per applicable Service Guidebook.

**5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)**

See Attachment(s) A.

**6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS****6.1 Use of Service**

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of International, InterLATA or IntraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

**6.2 Early Termination Charges - ISDN PRI Service and associated Access Services**

Customer is liable for and will pay a per circuit ISDN PRI Service (inclusive of DS1/DS3 Access) Early Termination Charge of:

- 1) \$1,500 for a circuit terminated prior to completion of month thirty-six (36) following (i) installation of the circuit under this Pricing Schedule, or (ii) migration of circuit to this Pricing Schedule; or
- 2) \$0 (zero dollars) for a circuit terminated on or after month thirty-six (36) following: (i) installation of the circuit under this Pricing Schedule, or (ii) migration of circuit to this Pricing Schedule

**Authorized User Commitment term, 36 months**

Please sign by March 31, 2012.	<b>ILEC INTRASTATE SERVICES PRICING SCHEDULE</b> Provided Pursuant to Custom Terms
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### 1. SERVICE, SERVICE PROVIDER(S) and SERVICE GUIDEBOOK(S)

The following Service Guidebooks are the only Service Guidebooks applicable for the Services covered by this Pricing Schedule.

Service(s)	Service Provider(s)	Service Guidebook(s) (Incorporated by reference)	Service Guidebook Location(s)
DS1 Service	AT&T Wisconsin	AT&T Wisconsin Guidebooks, including Guidebook No. 20, Part 15, Section 3	<a href="http://cor.web.att.com/pdf/wg/0015-0003.pdf">http://cor.web.att.com/pdf/wg/0015-0003.pdf</a>
DS3 Service	AT&T Wisconsin	AT&T Wisconsin Guidebooks, including Guidebook No. 20, Part 15, Section 3	<a href="http://cor.web.att.com/pdf/wg/0015-0003.pdf">http://cor.web.att.com/pdf/wg/0015-0003.pdf</a>
ISDN Prime Service ("ISDN PR")	AT&T Wisconsin	AT&T Wisconsin Guidebooks, including Guidebook No. 20, Part 17, Section 2	<a href="http://cor.web.att.com/pdf/wg/0017-0002.pdf">http://cor.web.att.com/pdf/wg/0017-0002.pdf</a>

### 2. PRICING SCHEDULE TERM, EFFECTIVE DATES

State of WI and At&t Term

<b>Pricing Schedule Term</b>	60 months <i>8</i>
<b>Pricing Schedule Term Start Date</b>	on the Effective Date of this Pricing Schedule
<b>Start Date of Minimum Payment Period, per Service Component</b>	Later of the Effective Date or installation of the Service Component
<b>Rate Stabilization per Service Component</b>	Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
<b>Rates following the end of Minimum Payment Period</b>	Rates as specified in this Pricing Schedule for the Pricing Schedule Term. Where silent, applicable Service Guidebook rates then in effect, if any

### 3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
ISDN-PR/DS1/DS3 Service Components (Existing, New and Adds)	N/A - See Section 5.2	See Section 6.2

20120601-0190

2012032400550A  
AT&T MA Reference No. \_\_\_\_\_

**AT&T ILEC INTRASTATE SERVICES PRICING SCHEDULE**  
 Provided Pursuant to Custom Terms  
 (for Telecommunications-HI Cap SIP Trunking RFP 28008-LAA)

<b>Customer</b>	<b>AT&amp;T</b>
State of Wisconsin Department of Administration Street Address: 101 E. Wilson City: Madison State/Province: WI Zip Code: 53703 Country: USA	AT&T ILEC Service-Providing Affiliate(s)
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b>
Name: Title: Section Chief Street Address: 101 E. Wilson City: Madison State/Province: WI Zip Code: 53703 Country: USA Telephone: 608-287-7355 Fax: Email: Customer Account Number or Master Account Number:	<input checked="" type="checkbox"/> Primary Contact AT&T Name: Suzanne Wagner Street Address: 316 W. Washington Ave, Room 401 City: Madison State/Province: WI Zip Code: 53703 Country: USA Telephone: 608-252-4897 Fax: Email: sv1291@us.att.com Sales/Branch Manager: Roger Blake SCVP Name: John Stuhrenberg Sales Strata: ABS Sales Sales Region: Mid-Western With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Service. This provision is not applicable to a switched access service or a service which is used solely for the transport of AT&T switched access service(s).