



**AT&T Telecommunications Services
AUTHORIZED USER AGREEMENT
FOR HIGH CAPACITY VOICE TRUNKING SERVICES**

Authorized User ("Authorized User")	AT&T Corp. ("AT&T")	AT&T Sales Contact Name Primary Contact
WINNEBAGO COUNTY	AT&T Corp. on behalf of its Affiliates	Name: TERESA ROUBAL
AUTHORIZED USER Address	AT&T Address	AT&T Sales Contact Information and for Contract Notices
Street Address: 415 JACKSON City: OSHKOSH State: WI Zip Code: 54901	One AT&T Plaza Dallas, Texas 75202	Street Address: 301 E MILWAUKEE ST City: JANESVILLE State: WI Zip Code: 54545 Fax: Email: TERESA.ROUBAL@ATT.COM Sales/Branch Manager: ISAIAH BZOSKIE SCVP/RVP Name: DINO PERONE
AUTHORIZED USER Contact	AUTHORIZED USER Billing Address	AT&T Authorized Agent or Representative Information (if applicable) Primary Contact
Name: PATRICIA FRANCOUR Title: IS DIRECTOR Telephone: 920-232-3491 Fax: Email: PFRANCOUR@CO.WINNEBAGO.WI.US	Street Address: 112 OTTER AV City: OSHKOSH State: WI Zip Code: 54901	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. 505ENT-M11-HICAPaTT-01, (previously 15-91579-101), , last signed September 22, 2016 (the "State Agreement"), 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

Authorized User Agreement Term	60 Months
Authorized User Term Start Date	Date of Last Signature
Authorized User Term End Date	60 Months After the Date of Last Signature

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.**

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.

2.2 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. 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: _____

CONFIDENTIAL INFORMATION

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WISCONSIN DEPARTMENT OF ADMINISTRATION
DIVISION OF ENTERPRISE OPERATIONS
DOA-3051 (R 01/2013)
S. 51.01(5) WIS. STATS.; AND
S. 111.32(13M) WIS. STATS

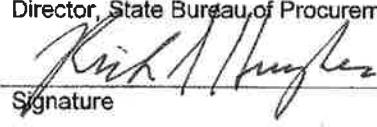



STATE BUREAU OF PROCUREMENT
101 EAST WILSON STREET, 6TH FLOOR
POST OFFICE BOX 7867
MADISON, WI 53707-7867
FAX (608) 267-0600
TTY (608) 267-9629
HTTP://VENDORNET.STATE.WI.US

Contract Amendment

Contract No.: 15-91579-101		Amendment No.: 2
Contract Title: High Capacity Voice Trunking-AT&T		
This Amendment is entered into by and between the State of Wisconsin, Department of Administration, and the Contractor, whose name, address and principal officer appears below.		
Contractor Name		
Contractor Address		
City:	State:	Zip:
Principal Officer:		
The parties wish to change the terms of the above-referenced Contract in the following manner: Amend to include the terms of the attached "Amendment to Pricing Schedule for ILEC Intrastate Services Provided Pursuant to Custom Terms".		
Except as expressly changed by this Amendment, the terms, conditions, rights and obligations of Contract No.: 15-91579-101 shall remain in effect unchanged. In the event of any inconsistency or conflict in the Contract and this Amendment, the provision of this Amendment shall control.		

To Be Completed by Contractor

For State of Wisconsin
Department of Administration
Rick S. Hughes
Director, State Bureau of Procurement

Signature
1-8-2014
Date

For AT&T
Company Name
555 S Executive Drive
Address
Brookfield WI 53005
City State Zip
By Lisa Kemnitz
Printed Name

Signature
Contract Manager
Title
12-23-2013
Date

**AMENDMENT TO PRICING SCHEDULE FOR
ILEC INTRASTATE SERVICES PROVIDED PURSUANT TO CUSTOM TERMS**



For AT&T Administrative Use Only
If applicable, AT&T MA Reference No. [UA Only]: _____

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

Customer ("Customer")	AT&T ("AT&T")
State of Wisconsin Department of Administration	The applicable AT&T ILEC Service-Providing Affiliate

This is an Amendment to the above referenced Pricing Schedule, Master Contract No. 15-91579-101 and AT&T contract no. 20120601-0190, and is effective on the date on which the last party signs this Amendment. The parties agree to modify the terms and conditions of the Pricing Schedule as specified herein. Customer is ordering the following Service(s) which is covered by the Pricing Schedule:

1. SERVICE(S), SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service(s)	Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
DS1 Service	AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 15, Sections 1 and 3	http://cpr.att.com/guidebook/wg/index.html
DS3 Service	AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 15, Sections 1 and 3	http://cpr.att.com/guidebook/wg/index.html

2. Minimum Payment Period for Service Components in this Amendment is until the end of the Pricing Schedule Term.

3. Service Components ordered under this Amendment: See Attachment(s) A.

4. The following terms and conditions for ISDN PRI Early Termination are added as follows:

ISDN PRI EARLY TERMINATION

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- the Minimum Payment Period for the replacement AT&T BVoIP Service is equal to or greater than the remaining commitment for the Terminated ILEC Service;
- the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

5. Early Termination Clause. For existing ISDN PRI circuits that have been in place for at least thirty-six (36) months, early termination fees will not apply.

6. Special Construction may be applicable where facilities do not exist when ordering DS3 Service.

Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect.

ROME SR#: 1-11K15SW SL0833 v3 11.21.13 RLR: 553427	AT&T and Customer Confidential Information Page 1	ILEC_ICB_amendment 07/06/12 v.1
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**AMENDMENT TO PRICING SCHEDULE FOR
ILEC INTRASTATE SERVICES PROVIDED PURSUANT TO CUSTOM TERMS**

**ATTACHMENT A – WISCONSIN
RATES and CHARGES; SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
State of Wisconsin Department of Administration**

A-1 Rates and Charges

Service	Service Components / USOC	Quantity New	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC), per unit
DS1 Service	LDC Transport - Zone 1 / TZ4X1	1	\$ 100.10	\$ 0.00
DS1 Service	LDC Transport - Zone 2 / TZ4X2	1	\$ 100.10	\$ 0.00
DS1 Service	LDC Transport - Zone 3 / TZ4X3	1	\$ 100.10	\$ 0.00
DS1 Service	Channel Mileage Termination - Zone 1 / CZ4X1	1	\$ 20.83	\$ 0.00
DS1 Service	Channel Mileage - Zone 1 / 1YZX1	1	\$ 11.59	\$ 0.00
DS3 Service	Channel Mileage Termination - Zone 1 / CZ4Z1	1	\$ 220.00	\$ 0.00
DS3 Service	Channel Mileage Termination - Zone 2 / CZ4Z2	1	\$ 220.00	\$ 0.00
DS3 Service	Channel Mileage Termination - Zone 3 / CZ4X3	1	\$ 220.00	\$ 0.00
DS3 Service	Channel Mileage - Zone 1 / 1YZX1	1	\$ 40.15	\$ 0.00
DS3 Service	Channel Mileage - Zone 2 / 1YZX2	1	\$ 40.15	\$ 0.00
DS3 Service	Channel Mileage - Zone 3 / 1YZX3	1	\$ 40.15	\$ 0.00
DS3 Service	LDC Transport - Zone 1 / TZUP1	1	\$ 990.00	\$ 0.00
DS3 Service	Central Office Multiplexing - Zone 1 / QM3X1	1	\$ 355.60	\$ 0.00

A-2 Customer Sites for Service Components ordered under this Amendment

SERVICE	LOCATION (street address and Common Language Location Identifier (CLLI) code and/or City)
DS1 Service	Customer Sites in the AT&T service areas in Wisconsin
DS3 Service	Customer Sites in the AT&T service areas in Wisconsin

End of Document

JUL 17 2012

20120601-0190

201203210055UA
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)

Customer	AT&T
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)
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Contact AT&T
Name: Title: Section Chief Street Address: 101 E. Wilson City: Madison State/Province: WI Zip Code: 53703 Country: USA Telephone: 608-267-7355 Fax: Email: Customer Account Number or Master Account Number:	Name: Suzanne Wagner Street Address: 316 W. Washington Ave, Room 401 City: Madison State/Province: WI Zip Code: 53703 Country: USA Telephone: 608-252-4697 Fax: Email: sv1291@us.att.com Sales/Branch Manager: Roger Blake SCVP Name: John Stuhrenberg Sales Strata: ABS Sales Sales Region: Mid-Western <u>With a copy to:</u> 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).

Please sign by March 31, 2012.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

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	http://cpr.web.att.com/pdf/wg/0015-0003.pdf
DS3 Service	AT&T Wisconsin	AT&T Wisconsin Guidebooks, including Guidebook No. 20, Part 15, Section 3	http://cpr.web.att.com/pdf/wg/0015-0003.pdf
ISDN Prime Service ("ISDN PRI")	AT&T Wisconsin	AT&T Wisconsin Guidebooks, including Guidebook No. 20, Part 17, Section 2	http://cpr.web.att.com/pdf/wg/0017-0002.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Pricing Schedule Term Start Date	on the Effective Date of this Pricing Schedule
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
Rates following the end of Minimum Payment Period	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 PRI/DS1/DS3 Service Components (Existing, New and Adds)	N/A – See Section 6.2	See Section 6.2

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	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges	Additional Requirements
All Service Components listed in Attachment(s) A	Site(s) listed in Attachment A plus any other Site(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	<ul style="list-style-type: none">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

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 Components / USOC	Quantity New	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
ISDN Prime Service ("ISDN PRI")	Port, Switch DMS / ZPAZD/ZPQZD	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 orders issued 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

ISDN Prime Pricing

<u>Location</u>	<u>Pri Circuit</u>	<u>I-1 Transport</u>	<u>Unlimited usage</u>	<u>FED. St. 911 chgs</u>	<u>Monthly Cost</u>
ISDN PRI 920-236-4800 Courthouse 415 Jackson St., Oshkosh	101 T1ZF OSHKWIPJH02 OSHKW01 DC0 \$200.00	920-R09-2063-695-0 \$100.10	\$77.60	\$76.29	\$453.99
ISDN PRI 920-236-7300	105 T1ZF OSHKWILJH00 OSHKW01 DC0	920-R09-2065-701-4			
ISDN PRI 920-232-7700	104 T1ZF OSHKWILJH00 OSHKW01 DC0	920-R10-0339-719-8			
ISDN PRI 920-236-7516 Sheriff 4311 Jackson St., Oshkosh	106 T1ZF OSHKWILJH00 OSHKW01DC0 \$200.00	920-R09-2060-226 \$100.10	\$77.60	\$76.29	\$453.99
ISDN PRI 920-232-3300 County Admin Building 112 Otter Ave	101 T1ZF OSHKWIARH03 OSHKW01 DC0 \$200.00	920-R09-1228-689 \$100.10	\$77.60	\$76.29	\$453.99
ISDN PRI 920-237-6300 Park View Health Center 725 Butler Ave, Oshkosh	102 T1ZF OSHKWIBYH01 OSHKW01 DC0 \$200.00	920-R09-2088-707-4 \$100.10	\$77.60	\$76.29	\$453.99
ISDN PRI 920-729-2750 Neenah Human Services 211 N. Commercial St., Neenah	103 T1ZF NENHWIBSH00 NENHW11 DC0 \$200.00	920-R09-2149-713-9 \$100.10	\$77.60	\$76.29	\$453.99
DS1 Circuits					
Airport	.DHZA.482670..WT	920-Z02-0055-895			
415 Jackson St, Oshkosh WI	\$100.10				\$100.10
525 W 20th St, Oshkosh WI	\$100.10				\$100.10
Summit House	.DHZA.315052..WT	920-Z02-0055-895			
415 Jackson St, Oshkosh WI	\$100.10				\$100.10
2501 Harrison St, Oshkosh WI	\$100.10				\$100.10
Gas Recovery	.DHZA.359500..WT	920-Z02-0055-895			
415 Jackson St, Oshkosh WI	\$100.10				\$100.10
3390 Walter, Oshkosh WI	\$100.10				\$100.10
Towards Tomorrow	.DHZA.359511..WT	920-Z02-0055-895			
415 Jackson St	\$100.10				\$100.10
1332 Monroe St, Oshkosh WI	\$100.10				\$100.10
	\$1,800.80	\$500.50	\$388.00	\$381.45	\$3,070.75
Comments					

All Pricing per St of WI Agreement
 DID's billed on St of WI Contract @ \$.15 ea
 All telephone listings are Billed @ \$.60 ea