



AT&T MA Reference No. 155862UA
AT&T Contract ID No. SDN9X78NU5

**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

Customer	AT&T
Texas A&M University Street Address: 1501 Texas Ave. South Suite 116 1174 TAMU City: College Station State/Province: TX Zip Code: 77840-1174 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Texas A&M Telecommunications-Receiving Warehouse Wes Wolfe Title: Buyer Street Address: 1501 Texas Ave. South Suite 116 1174 TAMU City: College Station State/Province: TX Zip Code: 77840-1174 Country: USA Telephone: 979-845-2014 Email: swolfe3@tamu.edu Customer Account Number or Master Account Number:	Name: Chris Finch Street Address: 712 E Huntland Suite 313 City: Austin State/Province: Tx Zip Code: 78752 Country: USA Telephone: 512-917-3276 Email: CF4979@att.com Sales/Branch Manager: Karen Morris SCVP Name: George Spencer Sales Strata: SLED West Sales Region: West With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input checked="" type="checkbox"/>	
Name: Landon Southwell Company Name: NetSpark IP & Telecom Inc. Agent Street Address: 2705 Swiss Ave. City: Dallas State: Texas Zip Code: 75204 Country: USA Telephone: 469-453-0562 Fax: Email: pm@netsparktelecom.com Agent Code 42393	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Unless otherwise specified herein, Services purchased under this Pricing Schedule must be managed using the AT&T Network on Demand process described in the Network on Demand Guide available at: http://cpr.att.com/pdf/publications/NOD_Guide.pdf which is incorporated herein by reference and is subject to change by AT&T.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____ Printed or Typed Name: Jerry R. Strawser	By: _____ Printed or Typed Name: Veronica Danao
Title: Executive Vice President and Chief Financial Officer	Title: Contract Specialist CGI
Date: 10/8/2019	Date: 15 Oct 2019 hd5537



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For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
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**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

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

1.1 AT&T Switched Ethernet ServiceSM

Service	Service Publication (incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service SM	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

Service Providers			
AT&T Alabama	AT&T Indiana	AT&T Missouri	AT&T Tennessee
AT&T Arkansas	AT&T Kansas	AT&T Nevada	AT&T Texas
AT&T California	AT&T Kentucky	AT&T North Carolina	AT&T Wisconsin
AT&T Florida	AT&T Louisiana	AT&T Ohio	
AT&T Georgia	AT&T Michigan	AT&T Oklahoma	
AT&T Illinois	AT&T Mississippi	AT&T South Carolina	

1.2 Inside Wiring

Service	AT&T Inside Wiring
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Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Inside Wiring Service Guide	http://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf

1.3 Entrance Facility Construction

Service	AT&T Entrance Facility Construction
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Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Entrance Facility Construction Attachment	http://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
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 in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

WK# - ILEC-Intrastate -TBD Please sign by September 19, 2019.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
--	--

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3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All Service Components	50% plus any waived non-recurring charges	60 months
* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details.		

4. ADDS; MOVES

4.1 Adds

Additional AT&T Switched Ethernet Service Customer Port Connections ("Adds") may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein (Customer Port Connection MRCs and Bandwidth MRCs for Adds are set forth in section 5.1.2 below).

4.2 Moves

Per applicable Service Publication

5. RATES and CHARGES

5.1 AT&T SWITCHED ETHERNET SERVICE

5.1.1 Initial Site And Service Configuration

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer's order for any new Services shown on Attachment A.

5.1.2 Monthly Recurring Charges (MRC)

All Monthly Recurring Charge (MRC) rates are per port. The total MRC for a port is the sum of the Port Connection MRC, the Bandwidth MRC, and any associated Feature MRC(s).

Port Connection MRC

Port Connection Type/Speed	MRC
Basic 100 Mbps	\$172.50
Basic 1 Gbps	\$172.50
Basic 10 Gbps	\$621.00
Basic 100 Gbps	\$3,600.00

WK# - ILEC-Intrastate -TBD	For AT&T Administrative Use Only
Please sign by September 19, 2019.	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Bandwidth MRC

If Customer changes the CIR and/or CoS configuration during the billing cycle, the Bandwidth MRC will be prorated based on the time interval for each configuration. Bandwidth may be adjusted using the Network on Demand process within the available network capacity, which may vary from time to time. All speeds may not be available at all times or at all locations. Network augmentation via traditional processes may be required before certain speeds will be available on demand. Contact your AT&T sales representative to discuss ways to increase available capacity.

Bandwidth MRC (for 100 Mbps and 1 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$67.50	\$67.50	\$67.50	\$67.50	\$79.50
4 Mbps	\$77.50	\$77.50	\$77.50	\$77.50	\$90.00
5 Mbps	\$82.50	\$82.50	\$82.50	\$82.50	\$95.25
8 Mbps	\$102.50	\$102.50	\$102.50	\$102.50	\$116.25
10 Mbps	\$122.50	\$122.50	\$122.50	\$122.50	\$137.25
20 Mbps	\$128.50	\$128.50	\$128.50	\$128.50	\$143.55
50 Mbps	\$185.50	\$185.50	\$185.50	\$185.50	\$203.40
100 Mbps	\$243.50	\$243.50	\$243.50	\$243.50	\$264.30
150 Mbps	\$249.50	\$249.50	\$249.50	\$249.50	\$270.60
250 Mbps	\$281.50	\$281.50	\$281.50	\$281.50	\$304.20
400 Mbps	\$320.50	\$320.50	\$320.50	\$320.50	\$345.15
500 Mbps	\$360.50	\$360.50	\$360.50	\$360.50	\$387.15
600 Mbps	\$397.50	\$397.50	\$397.50	\$397.50	\$426.00
1000 Mbps	\$425.50	\$425.50	\$425.50	\$425.50	\$455.40

Bandwidth MRC (for 10 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
1000 Mbps	Same as 1000 Mbps rates for 100 Mbps and 1 Gbps Basic Port Connections				
2000 Mbps	\$257.00	\$257.00	\$257.00	\$257.00	\$300.90
2500 Mbps	\$320.00	\$320.00	\$320.00	\$320.00	\$367.05
4000 Mbps	\$494.00	\$494.00	\$494.00	\$494.00	\$549.75
5000 Mbps	\$669.00	\$669.00	\$669.00	\$669.00	\$733.50
7500 Mbps	\$904.00	\$904.00	\$904.00	\$904.00	\$980.25
9500 Mbps	\$1,177.00	\$1,177.00	\$1,177.00	\$1,177.00	\$1,266.90
10000 Mbps	\$1,201.00	\$1,201.00	\$1,201.00	\$1,201.00	\$1,292.10

WK# - ILEC-Intrastate -TBD	For AT&T Administrative Use Only
Please sign by September 19, 2019.	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Bandwidth MRC (for 100 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
10 Gbps	Same as 10000 Mbps rates for 10 Gbps Basic Port Connections				
15 Gbps	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,650.00
20 Gbps	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$2,175.00
25 Gbps	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,900.00
30 Gbps	\$2,900.00	\$2,900.00	\$2,900.00	\$2,900.00	\$3,400.00
35 Gbps	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,900.00
40 Gbps	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$4,400.00
45 Gbps	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,900.00
50 Gbps	\$4,900.00	\$4,900.00	\$4,900.00	\$4,900.00	\$5,400.00
60 Gbps	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,900.00
70 Gbps	\$5,900.00	\$5,900.00	\$5,900.00	\$5,900.00	\$6,400.00
80 Gbps	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,900.00
90 Gbps	\$6,900.00	\$6,900.00	\$6,900.00	\$6,900.00	\$7,425.00
100 Gbps	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,950.00

Feature MRC

Feature	MRC
Enhanced Multicast	\$70.00

5.1.3 Non Recurring Charges (NRC)

Standard Non Recurring Charges for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4 Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

5.2 AT&T INSIDE WIRING

Charges for AT&T Inside Wiring are as set forth in the Service Publication.

5.3 ENTRANCE FACILITY CONSTRUCTION CHARGE

NON-RECURRING CHARGE PER CUSTOMER SITE*	\$0.00
*AT&T will provide Entrance Facility Construction as defined in and subject to the terms and conditions of the applicable Service Publication, at the rate set forth above, for any qualifying Customer Sites where Customer purchases new AT&T Switched Ethernet Service under this Pricing Schedule at which Entrance Facility Construction is required. To qualify, the Entrance Facility Construction needed at a Customer Site, as determined by AT&T, cannot exceed the specifications set forth in the Service Publication.	

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6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Special Conditions for 10 Gbps Customer Port Connections

Basic Ports with transmission speeds of 10 Gbps are available only under certain custom/ICB contracting arrangements and are not fully supported by the Network on Demand process at this time. If Customer has any 10 Gbps Port(s) and wishes to change the CIR of any such Port(s) to values equal to or less than the initially contracted port configuration (Attachment A, Table 2), change the applicable CoS or establish EVCs within permissible parameters, then Customer may use the AT&T Business Center portal to request and schedule such changes. Point-to-point EVCs can be set in 1 Mbps increments from 1 Mbps to 2000 Mbps. Multipoint EVCs can be set in 1 Mbps increments from 1 Mbps to 1000 Mbps. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. If Customer wishes to increase the CIR above the initially contracted port configuration or make any changes other than as set forth above, Customer must contact AT&T using standard processes to determine whether such changes can be made and whether any modifications to Customer's contract may be required. Requests for EVC CIR above the limits set forth above will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.

6.2 Special Conditions for 100 Gbps Customer Port Connections

Basic Ports with transmission speeds of 100 Gbps are available only under certain custom/ICB contracting arrangements. If Customer has any 100 Gbps Port(s) and wishes to change the CIR of any such Port(s) to values equal to or less than the initially contracted port configuration (Attachment A, Table 2), change the applicable CoS or establish EVCs within permissible parameters, then Customer may use the AT&T Business Center portal to request and schedule such changes. Requests for EVCs greater than 1Gbps and up to 20Gbps will be considered on an Individual Case Basis (ICB) based on the specific facilities and intended ports to be part of the EVC. Approved configurations will be programmed into the Business Center portal and customer will be able to make changes to reduce the CIR or drop ports from the EVC using the portal, as well as increase the CIR back up to the original approved maximum. Requests to add additional ports to that same EVC, or to increase CIR above the originally approved speeds, will require a new ICB request to ensure the additions can be supported. Real Time Class of Service is not available for EVCs exceeding 1 Gbps.

WK# - ILEC-Intrastate -TBD	For AT&T Administrative Use Only
Please sign by September 19, 2019.	Pricing Schedule No. _____
	Original Effective Date: _____

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Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Texas A&M University Faculty and Admin

A-1 Rates and Charges; Initial Quantities

Service Components	Quantity New	MRC, per Unit
Customer Port Connection - 100 Mbps / Basic / EYQEX	34	\$172.50
Customer Port Connection - 1 Gig / Basic / EYQFX	22	\$172.50
Customer Port Connection - 10 Gig / Basic / EYQGX	4	\$621.00
Customer Port Connection - 100 Gig / Basic / EY7AG	3	\$3,600.00
5Mb CIR / Interactive - Basic Only / R6EAX	1	\$82.50
10Mb CIR / Interactive - Basic Only / R6EBX	4	\$122.50
20Mb CIR / Interactive - Basic Only / R6EDX	1	\$128.50
50Mb CIR / Interactive - Basic Only / R6EHX	1	\$185.50
100Mb CIR / Interactive - Basic Only / R6ELX	27	\$243.50
150Mb CIR / Interactive - Basic Only / R6ENX	7	\$249.50
250Mb CIR / Interactive - Basic Only / R6EQX	3	\$281.50
600Mb CIR / Interactive - Basic Only / R6EUX	2	\$397.50
1000Mb CIR / Interactive - Basic Only / R6EZX	10	\$425.50
2000Mb CIR / Interactive - Basic Only / R61BX	3	\$257.00
10000Mb CIR / Interactive - Basic Only / R61SX	4	\$1,201.00

A-2 Minimum Quantity New Commitment = Sixty (60) sites.

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3. Initial Sites and Service Configuration

Jurisdiction: By selecting "Interstate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute more than 10% of the total traffic on the Port. By selecting "Intrastate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute 10% or less of the total traffic on the Port.

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	Jurisdiction
1	1380 A&M Cir	El Paso	TX	Intrastate
2	4050 Rio Bravo St	El Paso	TX	Intrastate

WK# - ILEC-Intrastate -TBD Please sign by September 19, 2019.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
--	--

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address	City	State	Jurisdiction
3	10601 N Loop	El Paso	TX	Intrastate
4	6500 W Amarillo Blvd	Amarillo	TX	Intrastate
5	11708 Hwy 70 South	Vernon	TX	Intrastate
6	105 N Stockton St	Granbury	TX	Intrastate
7	110 N Davis Dr	Arlington	TX	Intrastate
8	1501 Enderly Pl	Fort Worth	TX	Intrastate
9	1515 Commerce St	Fort Worth	TX	Intrastate
10	15515 Ih 20	Mesquite	TX	Intrastate
11	1901 Main/1908 Elm	Dallas	TX	Intrastate
12	200 E.Loop 820	Fort Worth	TX	Intrastate
13	2600/2620 Motley Dr	Mesquite	TX	Intrastate
14	3200 W 7 Av	Corsicana	TX	Intrastate
15	3900 Arlington Highlands Bl	Arlington	TX	Intrastate
16	4625 Ushwy 80 E	Mesquite	TX	Intrastate
17	65258 1-20	Mingus	TX	Intrastate
18	6777 Camp Bowie Blvd	Fort Worth	TX	Intrastate
19	801 Main St	Dallas	TX	Intrastate
20	899 Mt Zion Rd	Midlothian	TX	Intrastate
21	9441 Lyndon B Johnson Fwy	Dallas	TX	Intrastate
22	1417 Air Base Rd	Waco	TX	Intrastate
23	1420 S 7th St.	Waco	TX	Intrastate
24	1901 Veterans Memorial Drive	Temple	TX	Intrastate
25	2401 South 31st Street	Temple	TX	Intrastate
26	2600 S 1st., Temple	Temple	TX	Intrastate
27	3121 Old Marlin Rd	Waco	TX	Intrastate
28	4601 N 19th St	Waco	TX	Intrastate
29	304 E 24th St.	Austin	TX	Intrastate
30	3950 North A.W. Grimes Blvd	Round Rock	TX	Intrastate
31	505 E Huntland Dr	Austin	TX	Intrastate
32	1124 Hardy St	Houston	TX	Intrastate
33	1225 N Loop W	Houston	TX	Intrastate
34	1515 Aldine Meadows	Houston	TX	Intrastate

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--	--

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Port ID #	Street Address	City	State	Jurisdiction
35	15503 Brown Rd	Tomball	TX	Intrastate
36	200 Seawolf Pkwy	Galveston	TX	Intrastate
37	2121 Holcombe Boulevard	Houston	TX	Intrastate
38	635 Malone Dr	Center	TX	Intrastate
39	6436 Fannin Street	Houston	TX	Intrastate
40	6447 Main St.	Houston	TX	Intrastate
41	701 N Post Oak Rd	Houston	TX	Intrastate
42	842 W Sam Houston Pkwy N	Houston	TX	Intrastate
43	8701 Teichman Rd	Galveston	TX	Intrastate
44	9449 Grant Road	Houston	TX	Intrastate
45	1020 Holcombe Blvd.	Houston	TX	Intrastate
46	130 LW Minor Street	Prairie View	TX	Intrastate
47	1509 Aggie Drive	Beaumont	TX	Intrastate
48	478 CR 1040	Woodville	TX	Intrastate
49	1010 West Avenue B	Kingsville	TX	Intrastate
50	10345 State Hwy 44	Corpus Christi	TX	Intrastate
51	3507 Highway 59E	Beeville	TX	Intrastate
52	506 E. San Antonio Street	Victoria	TX	Intrastate
53	5350 S Staples St	Corpus Christi	TX	Intrastate
54	1 University Way	San Antonio	TX	Intrastate
55	1100 NW Loop 410	San Antonio	TX	Intrastate
56	12451 Network Blvd	San Antonio	TX	Intrastate
57	126 East Nueva	San Antonio	TX	Intrastate
58	3500 NW Loop 410	San Antonio	TX	Intrastate
59	40 NE Loop 410	San Antonio	TX	Intrastate
60	6401 Arena Blvd	Laredo	TX	Intrastate
61	8116 TX-359	Laredo	TX	Intrastate
62	9350 S Presa	San Antonio	TX	Intrastate
63	5277 N 23rd St, McAllen, TX 78504	McAllen	TX	Intrastate

WK# - ILEC-Intrastate -TBD	For AT&T Administrative Use Only
Please sign by September 19, 2019.	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Table 2 – Service Components and Features associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed for Ports 1 Gbps & Below	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	100 Mbps Basic	10 Mbps	N/A	Interactive	No	No
2	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
3	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
4	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
5	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
6	1 Gbps Basic	150 Mbps	N/A	Interactive	No	No
7	1 Gbps Basic	250 Mbps	N/A	Interactive	No	No
8	1 Gbps Basic	150 Mbps	N/A	Interactive	No	No
9	1 Gbps Basic	600 Mbps	N/A	Interactive	No	No
10	1 Gbps Basic	150 Mbps	N/A	Interactive	No	No
11	1 Gbps Basic	150 Mbps	N/A	Interactive	No	No
12	100 Gbps Basic	N/A	10000 Mbps	Interactive	No	No
13	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
14	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
15	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
16	1 Gbps Basic	600 Mbps	N/A	Interactive	No	No
17	1 Gbps Basic	150 Mbps	N/A	Interactive	No	No
18	1 Gbps Basic	150 Mbps	N/A	Interactive	No	No
19	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
20	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
21	1 Gbps Basic	250 Mbps	N/A	Interactive	No	No
22	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
23	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
24	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
25	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
26	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
27	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
28	1 Gbps Basic	150 Mbps	N/A	Interactive	No	No
29	100 Gbps Basic	N/A	10000 Mbps	Interactive	No	No
30	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
31	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
32	100 Gbps Basic	N/A	10000 Mbps	Interactive	No	No
33	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
34	100 Mbps Basic	10 Mbps	N/A	Interactive	No	No

WK# - ILEC-Intrastate -TBD	For AT&T Administrative Use Only
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Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed for Ports 1 Gbps & Below	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
35	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
36	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
37	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
38	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
39	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
40	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
41	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
42	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
43	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
44	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
45	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
46	10 Gbps Basic	N/A	10000 Mbps	Interactive	No	No
47	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
48	100 Mbps Basic	5 Mbps	N/A	Interactive	No	No
49	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
50	100 Mbps Basic	50 Mbps	N/A	Interactive	No	No
51	100 Mbps Basic	10 Mbps	N/A	Interactive	No	No
52	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
53	100 Mbps Basic	20 Mbps	N/A	Interactive	No	No
54	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
55	1 Gbps Basic	250 Mbps	N/A	Interactive	No	No
56	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
57	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
58	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
59	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
60	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
61	100 Mbps Basic	10 Mbps	N/A	Interactive	No	No
62	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
63	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No

End of Document



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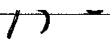

at&t

AT&T MA Reference No. 155862UA

MASTER AGREEMENT

Customer	AT&T
Texas A&M University Street Address: 1501 Texas Ave. South Suite 116 1174 TAMU City: College Station State/Province: TX Zip Code: 77840 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Texas A&M Telecommunications-Receiving Warehouse Title: Street Address: 1501 Texas Ave. South Suite 116 1174 TAMU City: College Station State/Province: TX Zip Code: 77840-1174 Country: USA Telephone: 979-845-2014 Fax: Email: swolfe3@tamu.edu With a copy to: Texas A&M University Department of Contract Administration 1182 TAMU College Station, TX 77843-1182 Attention: Executive Director Phone: (979) 845-0099 Fax: (979) 862-7130 Email: contracts@tamu.edu	Street Address: 712 E Huntland Suite 313 City: Austin State/Province: TX Zip Code: 78752 Country: USA 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 Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T. For clarification, Customer is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	B 
Name: Jerry R. Strawser	Name: Cassandra Neal
Title: Executive Vice President and Chief Financial Officer	Title: Contract Specialist - CGI
Date: 10/8/2019	Date: 14 Oct 2019 SS188Y

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services"):

(a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.

(d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or

MASTER AGREEMENT

to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit. As an agency of the State of Texas, Customer indicates that as of the Effective Date, Customer is tax exempt. Customer will provide a tax exemption statement upon request.

4.3 Billing. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 Credit Terms. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.8 Adjustments to MARC.

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from

MASTER AGREEMENT

Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

(a) 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 SHALL BE:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR

MASTER AGREEMENT

DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement. Customer agrees to this entire Section 6 to the extent permitted by the Constitution and laws of the State of Texas.

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not 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 Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 Customer's Obligations. To the extent permitted by the Constitution and laws of the State of Texas, Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (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 Affiliate or a User of a Software license agreement.

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 Service so that it is non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to 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 by the delay. 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. The defending party will use counsel reasonably experienced in the subject matter at issue, which will be subject to the other party's reasonable consent (which if not timely and reasonably provided relieves the defending party of its defense and settlement obligations under this Section 7), and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 Termination or Suspension. The following additional termination provisions apply:

(a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

(b) **Materially Adverse Impact.** If AT&T uses reasonable efforts to advise Customer of revision to a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to

MASTER AGREEMENT

terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 15 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

(d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

(a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.

(b) If Customer or AT&T terminates a Service or Service Component in accordance with termination provisions described in this Agreement prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

(c) If Customer or AT&T terminates a Service or Service Component in accordance with termination provisions described in this Agreement after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

MASTER AGREEMENT

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 **Assignment and Subcontracting.**

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

(d) Notwithstanding the foregoing provisions of this Section or anything to the contrary, if AT&T assigns this Agreement to any party that Customer is prohibited from doing business with as a matter of law, then Customer may terminate this Agreement without liability (other than will payment for all amounts incurred prior to the effective date of termination) upon written notice to AT&T identifying such law. If AT&T so requests in writing, Customer shall promptly confirm in writing whether it would be prohibited as a matter of law from doing business with any prospective AT&T assignee of this Agreement, identifying such law.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within four (4) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law and Forum.** This Agreement will be governed by the law of the State of Texas, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply. Brazos County, Texas, and any appropriate appeals courts will be the proper place of venue for any legal action or proceeding arising out of this Agreement or enforcement of any provision in this Agreement. The choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum. This Agreement and all of the rights and obligations of the parties hereto and any claims arising from this Agreement will be construed, interpreted, and governed by the laws of the State of Texas.

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or

MASTER AGREEMENT

supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. SPECIFIC TERMS NOT ADDRESSED ELSEWHERE

11.1 **Term of Master Agreement.** This Master Agreement is effective on Effective Date and, unless terminated or cancelled as provided in this Master Agreement, and will remain in effect for a term ending one day prior to the fifth anniversary of the effective date this Master Agreement. The termination, cancellation or expiration of this Master Agreement will not affect the obligations of either party to the other party pursuant to any Pricing Schedule then in effect, and the terms and conditions of this Master Agreement will continue to apply to such Pricing Schedule as if this Master Agreement were still in effect.

11.2 **Breach of Contract Claims.** The dispute resolution process provided for in Texas Government Code, Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Texas Government Code, Chapter 2260 will be used by Customer and AT&T to attempt to resolve any claim for breach of contract made by AT&T that cannot be resolved in the ordinary course of business. The chief business officer of Customer will examine AT&T's claim and any counterclaim and negotiate with AT&T in an effort to resolve such claims. The parties specifically agree that (a) neither the execution of this Master Agreement by Customer nor any other conduct, action, or inaction of any representative of Customer relating to this Agreement constitutes or is intended to constitute a waiver of Customer's or the state's sovereign immunity to suit; and (b) Customer has not waived its right to seek redress in the courts. Any term or provision between the parties indicating agreement to arbitration, other alternative dispute resolution, or litigation options in the event of a dispute between the parties is expressly rejected and is null and void.

11.3 **No Boycott.** Pursuant to Texas Government Code §2270.002, AT&T affirmatively states that it does not boycott Israel. Additionally, AT&T will not engage in a boycott of Israel during the term of this Agreement or any Pricing Schedule Term.

11.4 **Business with Certain Countries and Organizations.** AT&T affirms that as of the Effective Date, it is not identified on any of the lists referenced under Texas Government Code §2252.152 (Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited).

11.5 **Texas Prompt Payment Act Applicable.** Notwithstanding anything to the contrary in this Agreement, the parties acknowledge the applicability of Texas Government Code §2251 (the Texas Prompt Payment Act) to this Agreement and agree that it will govern to the extent it conflicts with any billing and payment obligations set forth in this Agreement.

11.6 **Non-Appropriation of Funds.** Customer represents and covenants that Customer has funds appropriated and available to pay all amounts due under this Agreement through the end of Customer's fiscal period in effect as of the effective date of this Agreement. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations and funding; (ii) despite Customer's best efforts funds have not been appropriated or allocated to Customer and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms and an alternative payment schedule or a new agreement to accommodate Customer's budget. If Customer so terminates any Service, Customer must provide AT&T thirty (30) days' prior written notice. Termination of Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement pursuant to this clause, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term.

11.7 **Texas Family Code Child Support Certification.** Pursuant to Texas Family Code §231.006, AT&T certifies that it is not ineligible to receive payment under this Master Agreement and acknowledges that this Master Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

11.8 Audit.

AT&T shall maintain and, for a period of two years following final acceptance of the Services or termination of this Agreement, retain a true and accurate set of records and information which are directly related to this Agreement or the Services. Prior to the expiration of such two year period, Customer (along with the state auditor's representative) shall have access to, and shall have the right to audit at reasonable times and places during normal working hours, all such records and information except the calculations of: (a) costs of Services rendered and paid for on a fixed price or fixed unit price basis; and (b) the percentage(s) used as mark up(s) or multiplier(s) applied to other costs. AT&T shall cooperate fully with Customer in conducting such audits. All audits will be conducted in accordance with professional auditing standards. AT&T's obligations to Customer under this provision shall also be binding upon any subcontractors performing the Services. AT&T shall insert the terms of this provision in each such subcontract, if any.

11.9 **Public Information.** AT&T acknowledges that Customer is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Customer's written request, AT&T will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to Customer in a non-proprietary format acceptable to Customer. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Customer has a right of access. AT&T acknowledges that Customer may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

MASTER AGREEMENT

11.10 Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and AT&T to attempt to resolve any claim for breach of contract made by AT&T that cannot be resolved in the ordinary course of business. AT&T shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Customer, who shall examine AT&T's claim and any counterclaim and negotiate with AT&T in an effort to resolve the claim.

11.11 Prohibited Bids and Agreements. Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

11.12 Insurance. AT&T shall obtain and maintain, for the duration of this Agreement or longer, the maximum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies eligible to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company. By requiring such minimum insurance, Customer shall not be deemed or construed to have assessed the risk that may be applicable to AT&T under this Agreement. AT&T shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. AT&T is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. AT&T will provide written notice to Customer at least thirty (30) days before the effective date of the cancellation of any coverage that is not replaced.

A. Worker's Compensation

Coverage	Limit
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Customer. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. Commercial General Liability

Coverage	Limit
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000

The required commercial general liability policy will be issued on a form that insures AT&T's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury and contractual liability coverage.

Self-Insurance

Notwithstanding the forgoing, AT&T may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event AT&T elects to self-insure its obligation under this Agreement to include Texas A&M as an additional insured, the following conditions apply: (i) Texas A&M shall promptly and no later than thirty (30) days after notice thereof provide AT&T with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide AT&T with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Texas A&M shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of AT&T; and (iii) Texas A&M shall fully cooperate with AT&T in the defense of the claim, demand, lawsuit, or the like.

Additional Endorsements

The Auto and Commercial General Liability Policies shall include The Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University as additional insureds (collectively "Texas A&M"). Texas A&M's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by AT&T, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Texas A&M, its employees, agents or independent contractors or

MASTER AGREEMENT

where such coverage is prohibited by law or to claims arising out of the gross negligence of Texas A&M, its employees, agents or independent contractors; and, (iii) not exceed AT&T's indemnification obligation under this Agreement, if any.

D. AT&T will deliver to Customer:

Evidence of insurance on an ACORD form certificate of insurance verifying the existence and actual limits of all required insurance after the execution and delivery of this Agreement and prior to the performance of any services by AT&T under this Agreement. Additional evidence of insurance will be provided on an ACORD form certificate of insurance verifying the continued existence of all required insurance no later than ten (10) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation and employer's liability, will include The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

To the extent allowed by law all insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. AT&T will provide written notice to Customer at least thirty (30) days prior to the effective date of cancellation or non-renewal relating to any required insurance coverage that is not replaced.

Any deductible or self-insured retention must be declared to Customer prior to the performance of any services by AT&T under this Agreement. AT&T is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Customer contact:

Department of Contract Administration
Texas A&M University
1182 TAMU
College Station, Texas 77843-1182
Facsimile: (979) 862-7130
Email: contracts@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed.

12. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code

MASTER AGREEMENT

required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.