EXHIBIT A.

3/24/2008

Shelby Co Govt

Admin: 1000M Multi-group

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
NTDU27EA	Upgd Kit for NTDU27AA Sig Srvr	1	30.96	30.96
NTDU80CA	Mem Upgrade Kit Sig SVR 512MB	2	391.13	782.26
SVOM0054	S - SW Upg to R5 MAX	1	0.00	0.00
NTZE4002	CP Upgrade Code (NO Charge)	1	0.00	0.00
NTZE33PA	CP3/4.0-5.0 703t SRS P/P Up Pk	1	0.00	0.00
NTZE56HA	CP 4-5.0 SRS P/P Fee/Seat	800	0.00	0.00
Ancillary Equipment Section				

Total Main Equipment Section	$	813.22
Total Ancillary Equipment Section	$	0.00
Total Equipment Before Discount	$	813.22
Less System Discount	$	0.00
Equipment Price	$	813.22
Installation	$	6,732.00
Programming/Project Management	$	1,249.60
Training	$	0.00
DE Engineering Services	$	79.82
Estimated Shipping & Handling	$	21.35
Total System Price	**$**	**8,895.98**

Taxes, if applicable, to be invoiced on final bill.
Quote valid until April 22, 2008

The proposed equipment list has been engineered and compiled for use with or on the system with serial no.: D18180

3/24/2008

Shelby Co Govt

Admin: 1000M Multi-group

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
*	RESTRICTED - PROPRIETARY INFORMATION This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of AT&T.			

MAR 2 7 2008

AT&T Equipment Solutions - Voice CPE Support Services
Addendum To Master Agreement

20080401-0634

Addendum Number: 11

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and Shelby Co Govt("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated:

11/10/2006

between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Customer Name: Shelby County Government

Customer Billing Address: 160 N. Main

Customer Billing Address: Suite 700

(City, State, Zip) Memphis, TN 38103

Customer Billing Number:

Location of Equipment (Delivery):

(street) **6470 Haley Rd. (Attn: Beverly Richardson)**

(city, county, state, zip) **Memphis, TN 38134**

Date of Submission: 2/22/2008

Lessor: N/A

Delivery Date: TBD

Installation/Cutover Date: TBD

Purchase Order Number:

PRODUCT PURCHASE PRICE

1. Total Price of Product $ 813.22
2. Total Charge for Installation/Training/Cutover $ 8,061.42
3. Total Product Purchase Price $ 8,874.64

Taxes & Shipping will be listed separately on the invoice.

SIGN HERE

PRODUCT PAYMENT TERMS

Customer Initials above payment option chosen: x

	Option 1	Option 2	Option 3	Option 4	
Down payment:	50%	25%	25%		$ 2,218.66
Delivery:			50%		$ -
Cutover:	50%	75%	25%		$ 6,655.98
TOTAL:					$ 8,874.64

[1] **Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses that are purchasing over $16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over $50,000 and the scheduled cutover date is more than 60 days after execution of this Addendum. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.**

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1-65EL15

SELECTION OF MAINTENANCE AND SERVICE PLANS: (For Warranty see section 5)

AT&T Maintenance Services:

☐ Complete ☐ Essential ☐ Dedicated ☐ Custom

☐ ACCEPT - Customer Initials: _____ ☑ DECLINE - Customer Initials: _____

Initial Term: ( ) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Contact Center Software Support Services (CPE Maintenance Services and Software Release Subscription are Purchased Separately)

☐ Complete ☐ Essential

☐ ACCEPT - Customer Initials: _____ ☑ DECLINE - Customer Initials: _____

Initial Term: ( ) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Software Release Subscription Service (CPE Maintenance Services and Call Center Software Support Services are Purchased Separately)

☐ ACCEPT - Customer Initials: _____ ☑ DECLINE - Customer Initials: _____

Initial Term: ( ) (1-3) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual): ☐ Prepayment ☐ Annual

This Addendum may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

SO AGREED by the Parties' respective authorized signatories:

CUSTOMER		**AT&T GLOBAL SERVICES**	
	_____		
BY:	_____	**By:**	_____
Printed Name:	A.C. Wharton	**Printed Name:**	ADRIENNE HARGROVE
Title:	Shelby County Mayor	**Title:**	Contract Management
Date:	_____	**Date:**	_____

NOTE: *This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.*

SIGN HERE

Attachments:

1 ☐ Statements of Work e.g. SOW, SCOW, PIG
2 ☑ Bill of Materials for Equipment and Services
3 ☑ Invoicing Schedule and Payment Terms
4 ☐ Implementation Timeline
5 ☐ Certificate of Acceptance
6 ☐ Other: _____

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1 SCOPE

This Addendum covers AT&T's sale of voice customer premise equipment ("CPE" or "Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

2 AT&T SERVICE AND SERVICE EXCLUSIONS

A. During the term of the Maintenance Plan, AT&T will repair Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, Customer provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.

B. The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences.

In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. (i) Customer is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.

C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software upgrades, software patches, second tier help desk support, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).

D.

AT&T makes no guarantee as to parts availability or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status.

E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.

F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan (as described in section 6 below) will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.

G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.

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H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.

I. AT&T may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3 SHIPPING AND DELIVERY

A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to AT&T no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.

B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

4 INSTALLATION AND CUTOVER.

In the event AT&T connects the Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5 WARRANTY AND WARRANTY EXCLUSIONS.

A. Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the CPE/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the Equipment/Software, free of charge to Customer. AT&T's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein.

All warranty Services will be performed during Normal Business Hours (8:00 AM - 5:00 PM local time) unless the Customer has purchased Complete level of Warranty service (as described in section 6 below) at the time of initial purchase. All warranty Services performed outside of Normal Business Hours will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site.

B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.

C. Customer may request warranty Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

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6 MAINTENANCE PLAN DESCRIPTIONS.

A. AT&T Voice CPE Maintenance Services – Complete

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical; **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site., Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and shall have final determination of the status of such equipment.

B. AT&T Voice CPE Maintenance Services – Essential.

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours, and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

C. AT&T Voice CPE Maintenance Services – Dedicated.

(i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities.

(ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours.

(iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities.

(iv) Customer may also purchase optional replacement parts coverage associated with Dedicated.

(v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

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D. **AT&T Voice CPE Maintenance Services – Custom.** Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.

7 OPTIONAL AT&T VOICE CPE SUPPORT SERVICE PLAN DESCRIPTIONS

A. **Contact Center Software Support Services Option:**

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

(i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.

(a) **Contact Center Software Support Services – Complete.** This service option is available with the AT&T Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.

(b) **Contact Center Software Support Services – Essential.** This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during AT&T's Normal Business Day.

(ii) **Severity Levels Defined**

(a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.

(b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.

(c) **Severity Level 3.** Application is usable, but a minor problem exists.

B **Software Release Subscription Services Option (Applies only to specific Nortel products).** Customer elects to purchase Software Release Subscription Services as described below:

(i) **Software Release does not include maintenance coverage on Customers CPE.** Maintenance coverage must be purchased separately.

(ii) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. **In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T.** Failure to adhere to this policy will result in additional charges or cancellation of this agreement.

(iii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.

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(iv) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

8 AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and AT&T.

9 CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided hereunder, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of this Addendum plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

10 RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day notice of such increases.

11 AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

☐ _____ [Individual's initials on behalf of Customer]

Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

END OF DOCUMENT

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Exhibit B.

3/24/2008

Shelby County Government

Health Dept.: 1000M Multi-group

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
NTZE31KA	3.0/4.0 to 5.0 IPE Upgrade Pkg	1	1,873.36	1,873.36
NTZE59CA	R4.0 to R5.0 Upgrade Fee	350	11.64	4,074.00
NTZE4002	CP Upgrade Code (NO Charge)	1	0.00	0.00
NTTL42AB	OTM 2.2/TM 3.0 Upg to TM 3.1	1	303.59	303.59
NTDU80CA	Mem Upgrade Kit Sig SVR 512MB	2	400.91	801.82
SVOM0060	SRS-SW Upg to R5.5 Like f Like	768	0.00	0.00
Ancillary Equipment Section				

Total Main Equipment Section	$	7,052.77
Total Ancillary Equipment Section	$	0.00
Total Equipment Before Discount	$	7,052.77
Less System Discount	$	0.00
Equipment Price	$	7,052.77
Installation	$	6,268.08
Training	$	0.00
DE Engineering Services	$	68.32
DE Engineering Services	$	357.50
Warranty	$	458.62
Estimated Shipping & Handling	$	180.58
Total System Price	**$**	**14,385.87**

Taxes, if applicable, to be invoiced on final bill.
Quote valid until May 04, 2008

The proposed equipment list has been engineered and compiled for use with or on the system with serial no.: D13069

3/24/2008

Shelby County Government

Health Dept.: 1000M Multi-group

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
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Addendum Number: 12

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and Shelby County Government("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated:

11/10/2006

between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Customer Name: Shelby County Government

Customer Billing Address: 160 N. Main

Customer Billing Address: Suite 700

(City, State, Zip) Memphis, Tenn. 38103

Customer Billing Number: 901.545.3477

Location of Equipment (Delivery):

(street) **6470 Haley Rd. (Attn Beverly Richarson)**

(city, county, state, zip) **Memphs, TN 38134**

Date of Submission: 3/5/2008

Lessor: N/A

Delivery Date: TBD

Installation/Cutover Date: TBD

Purchase Order Number:

PRODUCT PURCHASE PRICE

1. Total Price of Product $ 7,052.77
2. Total Charge for Installation/Training/Cutover $ 7,152.52
3. Total Product Purchase Price $ 14,205.29

Taxes & Shipping will be listed separately on the invoice.

SIGN HERE

PRODUCT PAYMENT TERMS

Customer Initials above payment option chosen: _____ x _____ _____ _____

	Option 1	Option 2	Option 3	Option 4	
Down payment:	50%	25%	25%		$ 3,551.32
Delivery:			50%		$ -
Cutover:	50%	75%	25%		$ 10,653.97
TOTAL:					$ 14,205.29

[1] **Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses that are purchasing over $16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over $50,000 and the scheduled cutover date is more than 60 days after execution of this Addendum. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.**

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1-65EL09

SELECTION OF MAINTENANCE AND SERVICE PLANS: (For Warranty see section 5)

AT&T Maintenance Services:

☐ Complete ☐ Essential ☐ Dedicated ☐ Custom

☐ ACCEPT - Customer Initials: _____ ☒ DECLINE - Customer Initials: _____

Initial Term: ( ) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Contact Center Software Support Services (CPE Maintenance Services and Software Release Subscription are Purchased Separately)

☐ Complete ☐ Essential

☐ ACCEPT - Customer Initials: _____ ☒ DECLINE - Customer Initials: _____

Initial Term: ( ) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Software Release Subscription Service (CPE Maintenance Services and Call Center Software Support Services are Purchased Separately)

☐ ACCEPT - Customer Initials: _____ ☒ DECLINE - Customer Initials: _____

Initial Term: ( ) (1-3) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual): ☐ Prepayment ☐ Annual

This Addendum may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

SO AGREED by the Parties' respective authorized signatories:

CUSTOMER _____	**AT&T GLOBAL SERVICES**
BY: _____	**By:** _____
Printed Name: _____	**Printed Name:** ADRIENNE HARGROVE
Title: _____	**Title:** Contract Management
Date: _____	**Date:** _____

SIGN HERE

NOTE: *This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.*

Attachments:

1 ☐ Statements of Work e.g. SOW, SCOW, PIG
2 ☑ Bill of Materials for Equipment and Services
3 ☑ Invoicing Schedule and Payment Terms
4 ☐ Implementation Timeline
5 ☐ Certificate of Acceptance
6 ☐ Other: _____

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1 SCOPE

This Addendum covers AT&T's sale of voice customer premise equipment ("CPE" or "Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

2 AT&T SERVICE AND SERVICE EXCLUSIONS

A. During the term of the Maintenance Plan, AT&T will repair Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, Customer provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.

B. The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences.

In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. (i) Customer is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.

C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software upgrades, software patches, second tier help desk support, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).

D.

AT&T makes no guarantee as to parts availability or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status.

E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.

F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan (as described in section 6 below) will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.

G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.

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H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.

I. AT&T may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3 SHIPPING AND DELIVERY

A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to AT&T no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.

B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

4 INSTALLATION AND CUTOVER.

In the event AT&T connects the Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5 WARRANTY AND WARRANTY EXCLUSIONS.

A. Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the CPE/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the Equipment/Software, free of charge to Customer. AT&T's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein.

All warranty Services will be performed during Normal Business Hours (8:00 AM - 5:00 PM local time) unless the Customer has purchased Complete level of Warranty service (as described in section 6 below) at the time of initial purchase. All warranty Services performed outside of Normal Business Hours will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site.

B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.

C. Customer may request warranty Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

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6 MAINTENANCE PLAN DESCRIPTIONS.

A. AT&T Voice CPE Maintenance Services – Complete

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical; **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site., Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and shall have final determination of the status of such equipment.

B. AT&T Voice CPE Maintenance Services – Essential.

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours, and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

C. AT&T Voice CPE Maintenance Services – Dedicated.

(i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities.

(ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours.

(iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities.

(iv) Customer may also purchase optional replacement parts coverage associated with Dedicated.

(v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

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D. **AT&T Voice CPE Maintenance Services -- Custom.** Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.

7 OPTIONAL AT&T VOICE CPE SUPPORT SERVICE PLAN DESCRIPTIONS

A. **Contact Center Software Support Services Option:**

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

(i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.

(a) **Contact Center Software Support Services – Complete.** This service option is available with the AT&T Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.

(b) **Contact Center Software Support Services – Essential.** This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during AT&T's Normal Business Day.

(ii) **Severity Levels Defined**

(a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.

(b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.

(c) **Severity Level 3.** Application is usable, but a minor problem exists.

B **Software Release Subscription Services Option (Applies only to specific Nortel products).** Customer elects to purchase Software Release Subscription Services as described below:

(i) **Software Release does not include maintenance coverage on Customers CPE.** Maintenance coverage must be purchased separately.

(ii) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. **In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T.** Failure to adhere to this policy will result in additional charges or cancellation of this agreement.

(iii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.

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(iv) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

8 AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and AT&T.

9 CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided hereunder, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of this Addendum plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

10 RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day notice of such increases.

11 AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

☐ _____ [Individual's initials on behalf of Customer]

Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

END OF DOCUMENT

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EXHIBIT C.

4/14/2008

Shelby County
Justice Center: 1000M Multi-group

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
NTDU80CA	Mem Upgrade Kit Sig SVR 512MB	2	407.43	814.86
NTTL42AB	OTM 2.2/TM 3.0 Upg to TM 3.1	1	308.53	308.53
SVOM0061	SRS - SW Upg to R5.5 MAX Chrg	1	0.00	0.00
NTZE32JA	3.0/4.0 to 5.0 Tower Upgrade Pkg	1	3,171.25	3,171.25
NTZE4002	CP Upgrade Code (NO Charge)	1	0.00	0.00
NTZE59CA	R4.0 to R5.0 Upgrade Fee	1200	11.83	14,196.00
Ancillary Equipment Section				

Total Main Equipment Section	$	18,490.64
Total Ancillary Equipment Section	$	0.00
Total Equipment Before Discount	$	18,490.64
Less System Discount	$	0.00
Equipment Price	$	18,490.64
Installation	$	7,622.75
Training	$	0.00
DE Engineering Services	$	91.02
DE Engineering Services	$	715.00
Warranty	$	1,183.02
Estimated Shipping & Handling	$	334.94
Total System Price	**$**	**28,437.37**

Taxes, if applicable, to be invoiced on final bill.
Quote valid until May 04, 2008

The proposed equipment list has been engineered and compiled for use with or on the system with serial no.: Z01426

Shelby County

Justice Center: 1000M Multi-group

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
*	RESTRICTED - PROPRIETARY INFORMATION This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of AT&T.			

20080401-0637

Addendum Number: 13

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and Shelby County("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated:

11/10/2006

between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Customer Name: Shelby County

Customer Billing Address: 201 Poplar Ave.

Customer Billing Address:

(City, State, Zip) Memphis, Tenn. 38105

Customer Billing Number: 901-545-3477

Location of Equipment (Delivery):

(street) **6470 Haley Rd. (Attn : Beverly Richardon)**

(city, county, state, zip) **Memphis, Tenn. 38104**

Date of Submission: 3/5/2008

Lessor: N/A

Delivery Date: TBD

Installation/Cutover Date: TBD

Purchase Order Number: TBD

PRODUCT PURCHASE PRICE

1. Total Price of Product $ 18,490.64
2. Total Charge for Installation/Training/Cutover $ 9,611.79
3. Total Product Purchase Price $ 28,102.43

Taxes & Shipping will be listed separately on the invoice.

SIGN HERE

PRODUCT PAYMENT TERMS

Customer Initials above payment option chosen: _____ _____ _____ _____

	Option 1	Option 2	Option 3	Option 4	
Down payment:	50%	25%	25%		$ 7,025.61
Delivery:			50%		$ -
Cutover:	50%	75%	25%		$ 21,076.82
TOTAL:					$ 28,102.43

Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses that are purchasing over $16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over $50,000 and the scheduled cutover date is more than 60 days after execution of this Addendum. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.

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SELECTION OF MAINTENANCE AND SERVICE PLANS: (For Warranty see section 5)

AT&T Maintenance Services:

☐ Complete ☐ Essential ☐ Dedicated ☐ Custom

☐ ACCEPT - Customer Initials: _____ ☑ DECLINE - Customer Initials: _____

SIGN HERE

Initial Term: ( ) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Contact Center Software Support Services (CPE Maintenance Services and Software Release Subscription are Purchased Separately)

☐ Complete ☐ Essential

☐ ACCEPT - Customer Initials: _____ ☑ DECLINE - Customer Initials: _____

SIGN HERE

Initial Term: ( ) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Software Release Subscription Service (CPE Maintenance Services and Call Center Software Support Services are Purchased Separately)

☐ ACCEPT - Customer Initials: _____ ☑ DECLINE - Customer Initials: _____

SIGN HERE

Initial Term: ( ) (1-3) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual): ☐ Prepayment ☐ Annual

This Addendum may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

SIGN HERE

SO AGREED by the Parties' respective authorized signatories:

CUSTOMER		**AT&T GLOBAL SERVICES**	
BY:		**By:**	
Printed Name:	A.C. Wharton	**Printed Name:**	ADRIENNE HARGROVE
Title:	Shelby County Mayor	**Title:**	Contract Management
Date:		**Date:**	

NOTE: *This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.*

Attachments:

1 ☐ Statements of Work e.g. SOW, SCOW, PIG
2 ☑ Bill of Materials for Equipment and Services
3 ☑ Invoicing Schedule and Payment Terms
4 ☐ Implementation Timeline
5 ☐ Certificate of Acceptance
6 ☐ Other: _____

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1 SCOPE

This Addendum covers AT&T's sale of voice customer premise equipment ("CPE" or "Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

2 AT&T SERVICE AND SERVICE EXCLUSIONS

A. During the term of the Maintenance Plan, AT&T will repair Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, Customer provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.

B. The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences.

In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. (i) Customer is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.

C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software upgrades, software patches, second tier help desk support, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).

D.

AT&T makes no guarantee as to parts availability or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status.

E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.

F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan (as described in section 6 below) will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.

G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.

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H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.

I. AT&T may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3 SHIPPING AND DELIVERY

A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to AT&T no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.

B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

4 INSTALLATION AND CUTOVER.

In the event AT&T connects the Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5 WARRANTY AND WARRANTY EXCLUSIONS.

A. Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the CPE/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the Equipment/Software, free of charge to Customer. AT&T's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein.

All warranty Services will be performed during Normal Business Hours (8:00 AM - 5:00 PM local time) unless the Customer has purchased Complete level of Warranty service (as described in section 6 below) at the time of initial purchase. All warranty Services performed outside of Normal Business Hours will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site.

B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.

C. Customer may request warranty Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

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6 MAINTENANCE PLAN DESCRIPTIONS.

A. AT&T Voice CPE Maintenance Services – Complete

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical; **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site., Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and shall have final determination of the status of such equipment.

B. AT&T Voice CPE Maintenance Services – Essential.

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours, and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

C. AT&T Voice CPE Maintenance Services – Dedicated.

(i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities.

(ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours.

(iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities.

(iv) Customer may also purchase optional replacement parts coverage associated with Dedicated.

(v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

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D. **AT&T Voice CPE Maintenance Services -- Custom.** Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.

7 OPTIONAL AT&T VOICE CPE SUPPORT SERVICE PLAN DESCRIPTIONS

A. **Contact Center Software Support Services Option:**

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

(i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.

(a) **Contact Center Software Support Services – Complete.** This service option is available with the AT&T Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.

(b) **Contact Center Software Support Services – Essential.** This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during AT&T's Normal Business Day.

(ii) **Severity Levels Defined**

(a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.

(b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.

(c) **Severity Level 3.** Application is usable, but a minor problem exists.

B **Software Release Subscription Services Option (Applies only to specific Nortel products).** Customer elects to purchase Software Release Subscription Services as described below:

(i) **Software Release does not include maintenance coverage on Customers CPE.** Maintenance coverage must be purchased separately.

(ii) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. **In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T.** Failure to adhere to this policy will result in additional charges or cancellation of this agreement.

(iii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.

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(iv) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

8 AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and AT&T.

9 CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided hereunder, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of this Addendum plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

10 RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day notice of such increases.

11 AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

☐ _____ [Individual's initials on behalf of Customer]

Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

END OF DOCUMENT

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EXHIBIT D.

4/15/2008

Shelby County Government
IT Dept Backup: CS 1000 E/T

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
NTDU0606E6	Cable Ethernet RJ45 M-M 25cm	2	41.62	83.24
NTDW60BBE5	MGC - Gateway Controller -R5	1	1,248.72	1,248.72
NTE900PS	Sys Convers to MG1000E R5.5	1	0.00	0.00
NTE960KA	Geo Standby to Primary Convs.	1	775.25	775.25
Ancillary Equipment Section				

Total Main Equipment Section	$	2,107.21
Total Ancillary Equipment Section	$	0.00
Total Equipment Before Discount	$	2,107.21
Less System Discount	$	0.00
Equipment Price	$	2,107.21
Installation	$	3,237.10
Training	$	0.00
DE Engineering Services	$	0.00
DE Engineering Services	$	357.50
Warranty	$	139.32
Estimated Shipping & Handling	$	54.86
Total System Price	**$**	**5,895.99**

Taxes, if applicable, to be invoiced on final bill.
Quote valid until June 13, 2008

The proposed equipment list has been engineered and compiled for use with or on the system with serial no.: 10328616

Shelby County Government
IT Dept Backup: CS 1000 E/T

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
*	RESTRICTED - PROPRIETARY INFORMATION This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of AT&T.			

20080423-0531

Addendum Number: 14

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and Shelby County Government("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated:

11/10/2006

between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Customer Name: Shelby County Government

Customer Billing Address: IT Backup Center

Customer Billing Address: 6470 Haley Road

(City, State, Zip) Memphis, TN. 38103

Customer Billing Number: 901-545-3477

Location of Equipment (Delivery):

(street) **6470 Haley Road (Attn: Beverly Richardson)**

(city, county, state, zip) **Memphis, TN. 38134**

Date of Submission: 4/14/2008

Lessor: N/A

Delivery Date: TBD

Installation/Cutover Date: TBD

Purchase Order Number: TBD

PRODUCT PURCHASE PRICE

1. Total Price of Product	$	2,107.21
2. Total Charge for Installation/Training/Cutover	$	3,733.92
3. Total Product Purchase Price	$	5,841.13

Taxes & Shipping will be listed separately on the invoice.

PRODUCT PAYMENT TERMS

Customer Initials above payment option chosen: _____ _____ _____ _____

	Option 1	Option 2	Option 3	Option 4		
Down payment:	50%	25%	25%		$	1,460.28
Delivery:			50%		$	-
Cutover:	50%	75%	25%		$	4,380.85
TOTAL:					$	5,841.13

[1] **Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses that are purchasing over $16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over $50,000 and the scheduled cutover date is more than 60 days after execution of this Addendum. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.**

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SELECTION OF MAINTENANCE AND SERVICE PLANS: (For Warranty see section 5)

AT&T Maintenance Services:

☐ Complete ☐ Essential ☐ Dedicated ☐ Custom

☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____

Initial Term: ( ) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Contact Center Software Support Services (CPE Maintenance Services and Software Release Subscription are Purchased Separately)

☐ Complete ☐ Essential

☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____

Initial Term: ( ) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Software Release Subscription Service (CPE Maintenance Services and Call Center Software Support Services are Purchased Separately)

☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____

Initial Term: ( ) (1-3) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual): ☐ Prepayment ☐ Annual

This Addendum may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

SO AGREED by the Parties' respective authorized signatories:

CUSTOMER		**AT&T GLOBAL SERVICES**	
BY:		**By:**	
Printed Name:		**Printed Name:**	ADRIENNE HARG...
Title:		**Title:**	Contract Manage...nt
Date:		**Date:**	04-23-20...

NOTE: *This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.*

SIGN HERE

Attachments:

1 ☐ Statements of Work e.g. SOW, SCOW, PIG
2 ☐ Bill of Materials for Equipment and Services
3 ☐ Invoicing Schedule and Payment Terms
4 ☐ Implementation Timeline
5 ☐ Certificate of Acceptance
6 ☐ Other: _____

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1 SCOPE

This Addendum covers AT&T's sale of voice customer premise equipment ("CPE" or "Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

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B. The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences.

In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. (i) Customer is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security, even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.

C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software upgrades, software patches, second tier help desk support, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).

D.

AT&T makes no guarantee as to parts availability or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status.

E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.

F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan (as described in section 6 below) will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.

G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.

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H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.

I. AT&T may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3 SHIPPING AND DELIVERY

A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to AT&T no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.

B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

4 INSTALLATION AND CUTOVER.

In the event AT&T connects the Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5 WARRANTY AND WARRANTY EXCLUSIONS.

A. Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the CPE/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the Equipment/Software, free of charge to Customer. AT&T's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein.

All warranty Services will be performed during Normal Business Hours (8:00 AM - 5:00 PM local time) unless the Customer has purchased Complete level of Warranty service (as described in section 6 below) at the time of initial purchase. All warranty Services performed outside of Normal Business Hours will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site.

B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.

C. Customer may request warranty Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

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6 MAINTENANCE PLAN DESCRIPTIONS.

A. AT&T Voice CPE Maintenance Services – Complete

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical; **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site., Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and shall have final determination of the status of such equipment.

B. AT&T Voice CPE Maintenance Services – Essential.

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours, and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

C. AT&T Voice CPE Maintenance Services – Dedicated.

(i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities.

(ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours.

(iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities.

(iv) Customer may also purchase optional replacement parts coverage associated with Dedicated.

(v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

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D. **AT&T Voice CPE Maintenance Services -- Custom.** Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.

7 OPTIONAL AT&T VOICE CPE SUPPORT SERVICE PLAN DESCRIPTIONS

A. **Contact Center Software Support Services Option:**

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

(i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.

(a) **Contact Center Software Support Services – Complete.** This service option is available with the AT&T Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.

(b) **Contact Center Software Support Services – Essential.** This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during AT&T's Normal Business Day.

(ii) **Severity Levels Defined**

(a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.

(b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.

(c) **Severity Level 3.** Application is usable, but a minor problem exists.

B **Software Release Subscription Services Option (Applies only to specific Nortel products).** Customer elects to purchase Software Release Subscription Services as described below:

(i) **Software Release does not include maintenance coverage on Customers CPE.** Maintenance coverage must be purchased separately.

(ii) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. **In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T.** Failure to adhere to this policy will result in additional charges or cancellation of this agreement.

(iii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.

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(iv) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

8 AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and AT&T.

9 CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided hereunder, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of this Addendum plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

10 RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day notice of such increases.

11 AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

☐ _____ [Individual's initials on behalf of Customer]

Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

END OF DOCUMENT

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Exhibit E.

4/15/2008

Shelby County Government
IT Dept Backup: CS 1000E

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
NTDU80CA	Mem Upgrade Kit Sig SVR 512MB	4	391.13	1,564.52
SVOM0060	SRS-SW Upg to R5.5 Like f Like	304	0.00	0.00

Ancillary Equipment Section

Total Main Equipment Section	$	1,564.52
Total Ancillary Equipment Section	$	0.00
Total Equipment Before Discount	$	1,564.52
Less System Discount	$	0.00
Equipment Price	$	1,564.52
Installation	$	3,210.35
Training	$	0.00
DE Engineering Services	$	0.00
DE Engineering Services	$	357.50
Warranty	$	104.30
Estimated Shipping & Handling	$	41.07
Total System Price	**$**	**5,277.74**

Taxes, if applicable, to be invoiced on final bill.
Quote valid until June 13, 2008

The proposed equipment list has been engineered and compiled for use with or on the system with serial no.: 318807527

RESTRICTED - PROPRIETARY INFORMATION
This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of AT&T.

*

US36

Addendum Number: 18

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and Shelby County Government("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated:

11/10/2006

between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Customer Name: Shelby County Government

Customer Billing Address: IT Backup Center

Customer Billing Address: 6470 Haley Road

(City, State, Zip) Memphis, TN. 38103

Customer Billing Number: 901-545-3477

Location of Equipment (Delivery):

(street) **6470 Haley Road**

(city, county, state, zip) **Memphis, TN. 38103**

Date of Submission: 4/14/2008

Lessor: N/A

Delivery Date: TBD

Installation/Cutover Date: TBD

Purchase Order Number: TBD

PRODUCT PURCHASE PRICE

1. Total Price of Product	$	1,564.52
2. Total Charge for Installation/Training/Cutover	$	3,672.15
3. Total Product Purchase Price	$	5,236.67

Taxes & Shipping will be listed separately on the invoice.

PRODUCT PAYMENT TERMS

Customer Initials above payment option chosen: _____

	Option 1	Option 2	Option 3	Option 4		
Down payment:	50%	25%	25%		$	1,309.17
Delivery:			50%		$	-
Cutover:	50%	75%	25%		$	3,927.50
TOTAL:					$	5,236.67

[1] **Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses that are purchasing over $16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over $50,000 and the scheduled cutover date is more than 60 days after execution of this Addendum. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.**

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SELECTION OF MAINTENANCE AND SERVICE PLANS: (For Warranty see section 5)

AT&T Maintenance Services:

☐ Complete ☐ Essential ☐ Dedicated ☐ Custom

☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____

Initial Term: ( ) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Contact Center Software Support Services (CPE Maintenance Services and Software Release Subscription are Purchased Separately)

☐ Complete ☐ Essential

☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____

Initial Term: ( ) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Software Release Subscription Service (CPE Maintenance Services and Call Center Software Support Services are Purchased Separately)

☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____

Initial Term: ( ) (1-3) Years From: _____ To: _____

Annual Price: $ 0.00 (plus tax, if applicable)

Payment Terms (default is annual): ☐ Prepayment ☐ Annual

This Addendum may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

SO AGREED by the Parties' respective authorized signatories:

CUSTOMER _____	**AT&T GLOBAL SERVICES**
BY: _____	**By:** Adrienne Hargrove
Printed Name: _____	**Printed Name:** ADRIENNE HARGROVE
Title: _____	**Title:** Contract Management
Date: _____	**Date:** 04-23-2008

SIGN HERE

NOTE: *This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.*

Attachments:

1 ☐ Statements of Work e.g. SOW, SCOW, PIG
2 ☐ Bill of Materials for Equipment and Services
3 ☐ Invoicing Schedule and Payment Terms
4 ☐ Implementation Timeline
5 ☐ Certificate of Acceptance
6 ☐ Other: _____

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1 SCOPE

This Addendum covers AT&T's sale of voice customer premise equipment ("CPE" or "Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

2 AT&T SERVICE AND SERVICE EXCLUSIONS

A. During the term of the Maintenance Plan, AT&T will repair Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, Customer provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.

B. The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences.

In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. (i) Customer is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.

C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software upgrades, software patches, second tier help desk support, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).

D.

AT&T makes no guarantee as to parts availability or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status.

E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.

F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan (as described in section 6 below) will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.

G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.

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H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.

I. AT&T may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3 SHIPPING AND DELIVERY

A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to AT&T no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.

B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

4 INSTALLATION AND CUTOVER.

In the event AT&T connects the Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5 WARRANTY AND WARRANTY EXCLUSIONS.

A. Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the CPE/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the Equipment/Software, free of charge to Customer. AT&T's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein.

All warranty Services will be performed during Normal Business Hours (8:00 AM - 5:00 PM local time) unless the Customer has purchased Complete level of Warranty service (as described in section 6 below) at the time of initial purchase. All warranty Services performed outside of Normal Business Hours will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site.

B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.

C. Customer may request warranty Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

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6 MAINTENANCE PLAN DESCRIPTIONS.

A. AT&T Voice CPE Maintenance Services – Complete

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical; **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site., Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and shall have final determination of the status of such equipment.

B. AT&T Voice CPE Maintenance Services – Essential.

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours, and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

C. AT&T Voice CPE Maintenance Services – Dedicated.

(i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities.

(ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours.

(iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities.

(iv) Customer may also purchase optional replacement parts coverage associated with Dedicated.

(v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

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D. **AT&T Voice CPE Maintenance Services -- Custom.** Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.

7 OPTIONAL AT&T VOICE CPE SUPPORT SERVICE PLAN DESCRIPTIONS

A. **Contact Center Software Support Services Option:**

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

(i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.

(a) **Contact Center Software Support Services – Complete.** This service option is available with the AT&T Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.

(b) **Contact Center Software Support Services – Essential.** This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during AT&T's Normal Business Day.

(ii) **Severity Levels Defined**

(a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.

(b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.

(c) **Severity Level 3.** Application is usable, but a minor problem exists.

B **Software Release Subscription Services Option (Applies only to specific Nortel products).** Customer elects to purchase Software Release Subscription Services as described below:

(i) **Software Release does not include maintenance coverage on Customers CPE.** Maintenance coverage must be purchased separately.

(ii) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. **In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T.** Failure to adhere to this policy will result in additional charges or cancellation of this agreement.

(iii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.

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(iv) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

8 AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and AT&T.

9 CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided hereunder, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of this Addendum plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

10 RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day notice of such increases.

11 AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

☐ _____ [Individual's initials on behalf of Customer]

Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

END OF DOCUMENT

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