

NC



# COUNTY OF SUMMIT, OHIO

Russell M. Pry, Executive

Direct Dial: (330) 643-7794  
Fax Number: (330) 643-8718  
lmurphy@summitoh.net

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FILE

175 S. Main Street • Akron, Ohio 44308-1308 • 330.643.2510 • fax: 330.643.2507 • www.co.summit.oh.us

June 19, 2008

Via First Class U.S. Mail

Public Utilities Commission of Ohio

Docketing Division

180 E. Broad Street, 13<sup>th</sup> Floor

Columbus, Ohio 43215

08-760-TP-CSS

RECEIVED-DOCKETING DIVISION

2008 JUN 23 PM 1:14

PUCO

**Re: Filing of Formal Complaint Against AT&T, Inc.**

To Whom It May Concern:

Please find enclosed a Formal Complaint as referenced above. Ten additional copies are also enclosed. The County attempted to resolve its dispute with AT&T, Inc. and was unsuccessful.

Enclosed are the following documents:

- (1) Formal Complaint Form
- (2) Additional Information Form
- (3) Exhibit A County's Board of Control Approval, Internet Access Line May 16, 2007
- (4) Exhibit B Contract Sent to AT&T on May 30, 2007
- (5) Exhibit C E-mail and Contract sent to Beatrice James Moore (AT&T) on November 29, 2007
- (6) Exhibit D Contract Acceptable to the County
- (7) Exhibit E Letter to Randall Stephenson (AT&T) from County dated June 12, 2008 (attempting to resolve County's complaints)
- (8) Exhibit F PUCO Complaint Filed by County Against Ameritech dated July 12, 2002
- (9) Exhibit G Correspondence Evidencing AT&T's 6 Month Delay regarding 911 Emergency Dispatch Service Complaints, 2005
- (10) Exhibit H Plain Dealer Article "There's a Bit of Disconnect Between Me and AT&T", dated April 14, 2008
- (11) Exhibit I Plain Dealer Article "Read Fine Print: Net Provider Contracts Leave Users with Few Rights", dated April 5, 2008
- (12) Exhibit J Plain Dealer Article, Consumers Reports Ranked Sprint Last Behind AT&T, December 4, 2007
- (13) Exhibit K Various Newspaper Articles Evidencing Customer Dissatisfaction with AT&T after the Review of Service Performance Order, Issued by PUCO in 2002
- (14) Exhibit L Response from AT&T, dated June 18, 2008, stating the County's Complaint is being Assigned to the Same Attorney that the County has been Negotiating with Unsuccessfully since November 2007.

Sincerely,

*Linda Murphy*

Linda Murphy, Esq.  
Department of Law

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business  
Technician BTM Date Processed 6/23/08



Enclosure

08-760-TP-CSS

PIC \_\_\_\_\_

FORMAL COMPLAINT FORM

SUMMIT COUNTY, OHIO  
(YOUR NAME)

AGAINST

AT&T, INC.  
(THE COMPANY)

MY COMPLAINT IS:

AT&T, Inc. provides poor customer service to Summit County. AT&T is imposing contract terms that are unconscionable and do not comply with Ohio law. For more than 1 year, the County has attempted to negotiate a contract with AT&T (since May 2007). The County has been routed to at least 12 different AT&T employees who failed to resolve the County's complaints. To date, AT&T has failed to provide the County with internet access line services.

(ADDITIONAL INFORMATION MAY BE ATTACHED)

Linda Murphy

SIGNATURE Linda Murphy, Esq.  
Summit County Executive's Office  
175 S. Main St., Eighth Floor  
STREET ADDRESS

Akron, OH 44308-1314

CITY, STATE, & ZIP

330-643-7794

TELEPHONE NUMBER

ADDITIONAL INFORMATION

FOR

FORMAL COMPLAINT

To: Public Utilities Commission of Ohio  
Docketing Division  
180 E. Broad Street, 13th Floor  
Columbus, Ohio 43215-3793

Complainant: Summit County, Ohio  
Linda M. Murphy, Esq.  
Ohio Building  
175 S. Main Street, 8th Floor  
Akron, Ohio 44308

Phone: (330) 643-7794  
Fax: (330) 643-8718

Date: June 19, 2008

Name of Public Utility  
Complained Against: AT&T, Inc.

Summit County is a customer of AT&T, Inc.

Time Period: May 30, 2007 through June 19, 2008  
(Continues as of Date of Filing Complaint)

Brief Statement of Facts which is the Basis for Complaint:

- (i) Poor service performance;
- (ii) Failure to provide services; and
- (iii) AT&T is imposing contract terms that are unconscionable and commercially unreasonable.

AT&T delayed more than 6 months in signing a contract for 911 Emergency dispatch telephone maintenance services in 2005. AT&T had a collection agency threatening the County.

Currently, the County has waited more than 1 year to get a contract for an internet access line. The Department of Job and Family Services approved the funding for an internet access line on May 16, 2007. To date, AT&T is unable to negotiate a standard contract with terms that are legally acceptable to the County. The County has been routed to at least 12 different AT&T employees who have not resolved the County's complaints.

Relief Sought: Review of Service Performance Order issued by PUCO in 2002 against SBC Ameritech (now known as AT&T).

Order requiring AT&T contracts to comply with Ohio law.

Additional Information See Attached.

## **ADDITIONAL INFORMATION**

### **Background Information**

- Summit County is an Ohio political subdivision. AT&T services are paid by taxpayers.
- County taxpayers paid AT&T more than One Million Dollars a year for various services:

2002	\$1,158,918.70
2003	\$1,184,101.24
2004	\$1,144,967.18
2005	\$1,135,452.29
2006	\$1,016,110.88
2007	\$1,068,187.37
2008	\$ 600,837.56
- The County had numerous complaints concerning AT&T services and the following AT&T persons have been contacted concerning delays in signing contracts:
  - 1) Jerry Jannazo
  - 2) Ron Hoots
  - 3) Margaret Williams
  - 4) Margaret Johnson
  - 5) Jenna Streicher
  - 6) Beatrice James Moore
  - 7) Joe Montisano
  - 8) Greg Wegler
  - 9) Jane Rozdilsky
  - 10) Steve Craft
  - 11) Diana Pulsinelli
  - 12) Lori Fink
- The County is unable to get a contract signed because AT&T keeps changing the terms of its own contracts. By law, the County is required to have a contract in order to issue a purchase order. AT&T is imposing terms that are unconscionable to taxpayers and commercially unreasonable.
- Currently, the County has been unable to obtain an internet access line at the Department of Job and Family services since May 16, 2007.
- Prior complaints include a 6 month delay in AT&T providing a written contract for the Sheriff's Office 911 Emergency Dispatch Telephone Maintenance Contract. SBC's collection department repeatedly called and threatened the County in 2005.

### **No Internet Access Line - AT&T's Failure to Provide Services**

- On May 16, 2007, the County's Department of Job and Family Services appropriated funding to install an internet access line. (See Exhibit A)
- As of today's date, no internet access line has been installed because AT&T continues to delay in negotiating standard contract terms.

### **Contract Negotiations with AT&T**

- On May 30, 2007, the County sent Jerry Jannazo (AT&T) the same contract used previously and accepted by both parties. The only modification was to substitute Internet Services instead of ISDN/DS1 Services. (See Exhibit B)
- On June 15, 2007, the County sent Greg Wegler (AT&T) a copy of the hand-written modified contract previously sent to Jerry Jannazo on May 30, 2007. Also attached was

the originally-signed contract to prove that both parties had previously accepted and signed the contract with those terms. (See Exhibit B)

- AT&T refused to sign the contract and instead decided to prepare a Master Standard Contract form which consisted of 3 documents and was sent to the County in approximately September 2007.
- The revisions sent by the County to all 3 documents on November 16, 2007 and November 29, 2007 were not accepted by AT&T. (See Exhibit C)
- AT&T sent a different contract in April 2008. AT&T's attorney, Beatrice James Moore, decided to disregard the prior 3 contracts and sent a new document. (See Exhibit D)

*County's Position: AT&T'S Contract Terms are in Violation of Ohio Law and Unconscionable*

- The County prepared a final draft of the terms that are acceptable and sent the contract to AT&T on June 12, 2008. (See Exhibit E)
- AT&T responded by assigning the County's complaint to the same attorney that has been unsuccessful in resolving this matter since November 2007. (See Exhibit L)
- AT&T fails to understand that the County legally can not agree to certain terms:

- (i) The "Master Contract" must supersede other contracts entered into later by the parties. The County does not want to wait more than 6 months to re-negotiate every contract when the purpose of having a "Master Contract" is to agree on set terms.
- (ii) Ohio Revised Code ("O.R.C.") §5705.41 requires that all County expenditures must be appropriated and certified by the Fiscal Officer. Failure of the County to appropriate funds imposes personal liability (O.R.C. §3.12) and constitutes dereliction of duty (O.R.C. §2921.44) on the officer signing the contract.
- (iii) Indemnification, late fees, surcharges, attorneys fees and automatic renewals require expenditures and the County Council does not appropriate funds for speculative amounts and fees because there would be no operating funds available to the County. AT&T fails to understand the County must comply with O.R.C. §5705.41 and will not subject it's officers to personal liability or a charge of dereliction of duty.
- (iv) The County taxpayers should not bear the risk of poor workmanship or faulty equipment. The County should not be required to waive its legal rights to require that AT&T provide the workmanship and warranties as required by law.
- (v) The statute of limitations should not be waived. AT&T should not impose upon the County a time limit of 6 months to discover AT&T errors.

(The County previously filed a PUCO complaint against Ameritech (now known as AT&T) on July 12, 2002 because the County was over-charged due to equipment malfunctions. The County was reimbursed \$100,782.81.) (See Exhibit F)

- (vi) The County can not agree to make payments 30 days after the date of the AT&T invoice since it is unknown when the invoice will actually be mailed by AT&T. The County can only make payments within 30 days of receipt of the invoice. AT&T is attempting to impose late fees and charges on the County when the County has no control over when AT&T will actually mail the invoice.

Past Problems Involving Public Safety – Radio Room/Critical Dispatch Equipment

**Sheriff's Office 911 Emergency Dispatch Telephone Maintenance Contract**

- Received contract from SBC on March 9, 2005.
- Finalized by SBC on September 28, 2005.
- 6 Months for SBC to return the contract.
- SBC (Steve Craft) was contacted by Pam Murray (Sheriff's Office) on May 9, 16, June 13, 14, 15, 16, 20 27, 28, July 13, 2005. **Not one phone call was returned by SBC.**
- Letters were sent by County's Law Department May 9, 2005 to Steve Craft and July 13, 2005 to Diana Pulsinelli; **No response by SBC.**
- Sept. 7, 2005 Diana Pulsinelli responds by e-mail and refuses to contact her own employee; instead she instructs County's Law Department to contact the SBC employee (Andy Kopystynsky).
- County can not pay any invoice without a contract (by law);
- SBC's collection department was repeatedly calling and threatening the County.
- SBC Headquarters was notified by e-mail on Sept. 28, 2005 (Jane Rozdilsky) and the contract was sent that day.

(See Exhibit G)

Review is Requested Concerning AT&T's Compliance with Service Performance Order issued by PUCO in 2002 against SBC Ameritech (now known as AT&T).

- April 14, 2008, Cleveland Plain Dealer reporter Teresa Dixon Murray, detailed the three month ordeal she encountered with AT&T customer service. (See Exhibit H)
- April 5, 2008, Cleveland Plain Dealer reported AT&T internet contract terms left consumers with few rights and "AT&T removed the 'unfavorably by others' wording in February after the Associated Press asked about the reason behind it." (See Exhibit I)
- December 4, 2007, "Sprint came in last behind AT&T" in a survey by Consumer Reports regarding cell phone services. (See Exhibit J)
- Other newspaper articles which discuss consumer dissatisfaction with AT&T following the 2002 PUCO Order are attached. (See Exhibit K)

AT&T's Response:

- AT&T responded to the County's complaint on June 18, 2008 by assigning this matter to the same attorney that was notified on November 29, 2007 that the contract was not acceptable. (See Exhibits E, C and L)

County's Response:

- AT&T is not acting in good faith when it assigns the County's complaint to the very same person who has been unable to resolve the matter since November 2007.
- AT&T is refusing to provide services.
- County can not sign a contract that is unconscionable and commercially unreasonable.

The County's Complaint demonstrates:

- (1) The Public Utility has violated the law.
- (2) The Public Utility has failed to follow its rules and regulations on file with the Commission.
- (3) A rule, tariff, rate, charge, or service, or practice affecting service of a public utility is unjust and unreasonable.
- (4) A public utility has provided inadequate services.
- (5) Services from the Public Utility can not be obtained.

- Exhibit A County's Board of Control Approval for Internet Access Line, May 16, 2007
- Exhibit B Contract Sent to AT&T on May 30, 2007
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- Exhibit D Contract Acceptable to the County
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H:\AT&T.PUCO.Complaint.ltr.06-19-08.doc

COUNTY OF SUMMIT  
BOARD OF CONTROL

## PURCHASE ORDER SIGNATURE LIST

DATE: 5/16/07

DEPT: Job and Family Services

SIGNATURE LIST NO. 15

P.O.#	DESCRIPTION	VENDOR	AMOUNT	COMMENT	CONTRACT
R0702690	(2) Minolta bizhub420 digital copier printer scanner fax (PA)	Graphic Enterprises Inc.	\$9,644.00	HB100	
R0702746	AT&T managed internet service for 24 months (PA)	AT&T	\$11,280.00	ITS approved 4/26/07 Best Practical Source	
HS10541	Misc. hospitality items for ongoing training of employees and events for 2007 (PA)	Blanket	\$23,500.00	RES 2007-195	
HS10540	Misc. hospitality items for regional training seminars (PA)	Blanket	\$7,000.00	RES 2007-194	

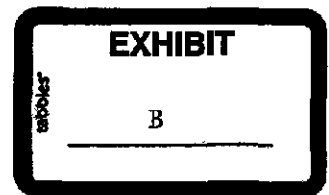
\$51,424.00

CLERK



**Summit County Executive's Office**  
**James B. McCarthy, Executive**

175 S. Main Street, Akron, Ohio 44308  
Phone: (330) 643-2510  
Fax: (330) 643-8718



**FAX TRANSMITTAL**

TO: Jerry Jannazo  
AT&T

FAX NO.: (330) 926-3160

DATE: May 30, 2007

Total No. of Pages: 9  
(including coversheet)

FROM: Linda Murphy, Esq.

PHONE: (330) 643-7794

E-MAIL: lmurphy@summitoh.net

FAX NO: (330) 643-8718

---

**MESSAGE:**

Jerry,

This is the same contract AT&T has used previously. It was just modified to substitute the Internet Services instead of the ISDN / DS1 Services.

Please have 3 originals signed and sent to me and I will have them signed.

Thank you.

No Original Sent   X    
Original Sent by First Class Mail         
Original Sent by Interoffice Mail

# MEMORY TRANSMISSION REPORT

TIME : MAY-30-2007 14:26  
TEL NUMBER : 330-643-8718  
NAME : SUMMIT COUNTY LAW DEPARTMENT

FILE NUMBER : 794  
DATE : MAY-30 14:22  
TO : 913309263160  
DOCUMENT PAGES : 009  
START TIME : MAY-30 14:22  
END TIME : MAY-30 14:26  
SENT PAGES : 009  
STATUS : OK

FILE NUMBER : 794

\*\*\* SUCCESSFUL TX NOTICE \*\*\*

**Summit County Executive's Office**  
**James B. McCarthy, Executive**

175 S. Main Street, Akron, Ohio 44308  
Phone: (330) 643-2510  
Fax: (330) 643-8718

## FAX TRANSMITTAL

TO: Jerry Jannazo  
AT&T

FAX NO.: (330) 926-3160

DATE: May 30, 2007

Total No. of Pages:  
(including coversheet) 9

FROM: Linda Murphy, Esq.

PHONE: (330) 643-7794

E-MAIL: lmurphy@summitoh.net

FAX NO: (330) 643-8718

---

### MESSAGE:

Jerry,

This is the same contract AT&T has used previously. It was just modified to substitute the Internet Services instead of the ISDN / DS1 Services.

Please have 3 originals signed and sent to me and I will have them signed.

Thank you.

No Original Sent \_\_\_\_\_  
Original Sent by First Class Mail \_\_\_\_\_  
Original Sent by Interoffice Mail \_\_\_\_\_

**Murphy, Linda**

---

**From:** Murphy, Linda  
**Sent:** Wednesday, May 30, 2007 2:19 PM  
**To:** 'jj8656@att.com'  
**Subject:** Internet Service Line  
**Importance:** High

Jerry,

I just faxed to you at fax # 330-926-3160 the same contract we have used in the past. The only modification was changing the ISDN/ DS1 service to the internet services.

If you would please make the revisions and send me 3 originally-signed contracts, I will get them signed.

Thank you.

Linda Murphy, Esq.  
County of Summit Executive's Office  
175 S. Main Street, 8th Floor  
Akron, Ohio 44308

Phone: (330) 643-7794  
Fax: (330) 643-8718

**Summit County Executive's Office**  
**James B. McCarthy, Executive**

175 S. Main Street, Akron, Ohio 44308  
Phone: (330) 643-2510  
Fax: (330) 643-8718

**FAX TRANSMITTAL**

TO: Greg Wegler

FAX NO.: (815) 987-3420

DATE: June 15, 2007

Total No. of Pages:  
(including coversheet)

FROM: Linda Murphy, Esq.

PHONE: (330) 643-7794

E-MAIL: lmurphy@summitoh.net

FAX NO: (330) 643-8718

---

**MESSAGE:**

No Original Sent     X      
Original Sent by First Class Mail             
Original Sent by Interoffice Mail

# MEMORY TRANSMISSION REPORT

TIME : JUN-15-2007 15:18  
TEL NUMBER : 330-643-8718  
NAME : SUMMIT COUNTY LAW DEPARTMENT

FILE NUMBER : 819  
DATE : JUN-15 15:13  
TO : 918159873420  
DOCUMENT PAGES : 018  
START TIME : JUN-15 15:13  
END TIME : JUN-15 15:18  
SENT PAGES : 018  
STATUS : OK

FILE NUMBER : 819 \*\*\* SUCCESSFUL TX NOTICE \*\*\*

**Summit County Executive's Office**  
**James B. McCarthy, Executive**

175 S. Main Street, Akron, Ohio 44308  
Phone: (330) 643-2510  
Fax: (330) 643-8718

## FAX TRANSMITTAL

TO: Greg Wegler  
FAX NO.: (815) 987-3420  
DATE: June 15, 2007  
Total No. of Pages:  
(including coversheet)  
FROM: Linda Murphy, Esq.  
PHONE: (330) 643-7794  
E-MAIL: lmurphy@summitoh.net  
FAX NO: (330) 643-8718

---

### MESSAGE:

No Original Sent \_\_\_\_\_  
Original Sent by First Class Mail \_\_\_\_\_  
Original Sent by Interoffice Mail \_\_\_\_\_

managed Internet Services / managed Router  
(Plus)

AGREEMENT FOR  
~~ISDN PRIME AND DS1 SERVICE~~  
BETWEEN  
~~SBC GLOBAL SERVICES, INC. DBA AT&T GLOBAL SERVICES~~ AT&T Corp.  
AND  
COUNTY OF SUMMIT

This Agreement for Service ("Agreement") is entered into as of the date of last signature hereto ("Effective Date") by and between ~~SBC Global Services, Inc. dba AT&T Global Services~~, a Delaware corporation, with offices at 225 West Randolph Street, Chicago, Illinois 60606, on behalf of The Ohio Bell Telephone Company dba AT&T Ohio, an Ohio corporation, with offices at 150 E. Gay Street, Columbus, Ohio 43215 ("AT&T") and County of Summit, authorized under Ohio Revised Code Section 5153, with offices at Ohio Building, 175 S. Main Street, Akron, Ohio 44308 ("Customer").

WHEREAS, Customer desires AT&T to provide the service described in Exhibit A (the "Service"), attached hereto and incorporated herein, which shall include the provision of AT&T ~~Integrated Services Digital Network ("ISDN") Prime/DS-1 Service~~; and

WHEREAS, AT&T desires to provide and the Customer desires to pay for the Service.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties agree as follows:

1. Description and Location of Service. AT&T will provide and Customer will pay for the Service at the locations described in and as configured in Exhibit A (attached hereto and incorporated herein).

2. Term. The term of this Agreement will begin upon execution of the Agreement and will terminate twenty-four (24) months after the date of the last signature hereto. ~~The expiration of this Agreement and the Master Discount Agreement, provided it is signed the same date, shall be the same. This Agreement supersedes and replaces Customer's existing contract associated with BTN 330R934354393.~~

3. Notice. Any required written notice shall be sent as follows:

To AT&T:

AT&T  
208 Portage Trail, Fl. 3  
Cuyahoga Falls, OH 44221  
Attn: Account Manager -  
County of Summit

To Customer:

County of Summit  
175 S. Main Street, 8th Floor  
Akron, OH 44308  
Attn: ~~Vince DiSalvo, Telecom Mgr.~~  
County Executive

4. Rates and Charges. As compensation to AT&T for the Services as set forth in Section 1., above, Customer agrees to pay the rates and charges for Services as set forth in Exhibit B of the Agreement as follows: ~~Five (5) DS1 data circuits for a two (2) year period in amount not to exceed \$28,104.00 before applicable discounts; and five (5) ISDN prime digital voice circuits for the Centrex telephone service for all County locations for a 2 year period in an amount not to exceed \$3,200.00 per month for a two year total of \$76,800.00.~~ The monthly rates for Services do not include any applicable Federal, State, or Local taxes. The monthly rates are inclusive of applicable regulated rate components governed by Tariff (e.g., End User Common Line or E-911 charges) as set forth on Exhibit B, and are included in the "not to exceed" amounts set forth above, provided such charges are not changed by the FCC during the term of the Agreement. All rates and charges due will be paid by Customer.

5. Termination. This Agreement may be terminated by Customer, at anytime, by giving AT&T at least thirty (30) days prior written notice. If Customer terminates the Agreement, as provided herein, prior to the Service becoming operational, or defers its order for Service, Customer hereby agrees to pay AT&T for its engineering, labor, material and equipment costs incurred by AT&T up to its receipt of prior written notice of termination. AT&T reserves the right to bill Tariff termination if Customer replaces with like services from a competitor before the end of the term.

6. Cutover of Service. Cutover of Service shall occur when the Service becomes operational and Customer will commence paying the rates and charges specified in Paragraph 4., above.

7. Maintenance. Maintenance is to be performed by AT&T in accordance with AT&T's Tariff.

8. Future Growth. AT&T's obligations are expressly limited to providing the Service as set forth in Exhibit A ~~and Exhibit B~~ of this Agreement. Any additional services, facilities or locations desired by Customer will be provided only upon agreement of AT&T and under terms, conditions and charges covered by tariff or under a separate agreement mutually agreed to by the parties.

Notwithstanding the foregoing, during the term of the Agreement, Customer may add additional ISDN Prime and DS1 circuits to the Service Locations set forth in Exhibit A at the rates set forth in Exhibit B provided facilities exist. If facilities do not exist, special construction charges shall apply. Each such added circuit shall have its own twenty-four (24) month term.

9. Regulatory Approval. Approval of this Agreement by any applicable regulatory agency (e.g., Public Utilities Commission of Ohio ("PUCO")), if any approval is determined by AT&T to be necessary, will be obtained by AT&T. If approval is required and not obtained, then this Agreement will immediately terminate and Customer shall receive a refund of any nonrecurring charge paid.

Approval of this Agreement by the PUCO does not constitute a determination that the terms and provisions for termination, or any resulting termination liability, of the Agreement should be upheld in a court of law. PUCO approval of the termination liability language is not intended to indicate that the PUCO has approved any terms or provisions contained therein. Signatories of this Agreement are free to pursue whatever legal remedies they may have, should a dispute of this nature arise.

10. Warranties. AT&T makes no representations or warranties, express or implied, concerning the quality of any service, including transmission, the provision of which requires the use of equipment or facilities privately owned or leased by Customer and over which Customer retains control.

11. Indemnification. AT&T shall indemnify and hold harmless Customer or its employees, agents or subcontractors against all loss, damage and expense (including costs and reasonable attorney's fees) which it may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work or the provision of work under this Agreement by AT&T, its agents, servants and employees, to the extent such loss or damage is due to or arising in any manner from a willful or negligent act or omission of AT&T, its agents, servants and employees or any employee of any of them.

AT&T's obligation to indemnify shall survive the expiration or termination of this Agreement.

12. Limitation of Liability. NO LIABILITY SHALL IN ANY CASE ATTACH TO ANY PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICE, CAPABILITY OR FEATURE HEREUNDER REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

13. Service Interruptions or Failures. The liability of AT&T for service interruptions or failures shall be as set forth in the Telephone Company Tariffs.

14. Disputes. If a dispute arises concerning any provision of this Agreement, except disputes concerning cancellation or termination, written notice of the dispute will be given by the disputing party to the other party. On receipt of notice by the other party, and thereafter for a period of sixty (60) days, neither party will file or initiate any complaint or other action or make any termination, until the parties have first attempted to resolve the dispute. AT&T will not unilaterally suspend service during this sixty (60) day period. Notwithstanding a dispute, AT&T and Customer will continue to perform under the Agreement, except for performance of obligations which concern the issue in dispute.

Except as otherwise provided in this Agreement, the failure of a party to observe strictly each of the terms and obligations enumerated herein constitutes a material breach of the Agreement. Upon written notice of the breach and failure of the defaulting party to cure the breach within thirty (30) days after

receipt of the written notice, or if said breach cannot be cured in thirty (30) days and the defaulting party does not begin to cure the breach within this thirty (30) day period and diligently prosecute the cure to completion, then the nondefaulting party may terminate this Agreement and pursue any remedies available at law or in equity.

15. Assignment. Except as may be ordered pursuant to State or Federal authority, this Agreement may not be assigned by either party without the express written consent of the other which shall not be unreasonably withheld and the approval of the PUCO or the Federal Communications Commission ("FCC"), if required. However, such consent shall not be required in the event of an assignment by either party to its parent, subsidiaries or affiliates. In the event of an assignment, and the assumption of liability by assignee, the assignor shall be discharged from any further liability. Except as provided herein, the Agreement inures to the benefit of, is binding upon, and enforceable against, the successors and assigns of the parties. This Service is specifically provided for sole use of Customer and may not be subleased by Customer to any party without the express written consent of AT&T.

16. *[THIS SECTION INTENTIONALLY DELETED.]*

17. Renewal. AT&T will notify Customer at least 60 days prior to the expiration of the Agreement that Customer may enter into a new agreement.

18. Confidentiality. Each party shall protect the confidentiality of this Agreement, including all terms, conditions, rates and charges, as well as any information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement and that either has been identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purposes of performing its obligations under this Agreement and shall not disclose it to anyone except its employees who have a need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, is received from a third party free to disclose it, is independently developed by the receiving party or is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon its request.

19. Advertising Restraints. Both Customer and AT&T agree, that without the consent of the other, neither will use the name, service marks, or trademarks of the other or of any of their affiliated companies in any advertising, publicity release or sales presentation.

20. Non Appropriation of Funds. Customer represents (1) that it has adequate funds to meet its obligations under this Agreement during the current fiscal year and Customer will provide to AT&T for inclusion with this Agreement a copy of the fiscal certificate authorized by the Customer's appropriate financial officer; (2) that it intends to maintain this Agreement in effect for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (3) that it will use its best efforts to obtain authorization and appropriation of such funds during the term of the Agreement and will further provide to AT&T copies of all fiscal certificates issued in connection with this Agreement. All fiscal certificates provided to AT&T by Customer in connection with this Agreement shall be attached to and become a part of this Agreement. Customer further represents that this section shall not be construed to permit the termination of this Agreement in order to acquire other equipment or service to perform essentially the same or similar functions. However, it is understood that the Customer's funds are contingent on the availability of lawful appropriations. If at any time funding is discontinued for the payments due hereunder, this Agreement is terminated as of the date that the funding expires without further obligation of the Customer.

21. Equal Employment Opportunity. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.

22. Records and Audit. AT&T shall provide access to any books, documents, papers, and records which are directly pertinent to the Agreement for the purpose of making audits, examination, excerpts and transcriptions. This access shall be given to any federal, state, or county agency, the Comptroller of the United States, or any of their duly authorized representatives. AT&T shall maintain all required records for three (3) years after Customer makes final payments and all other pending matters are closed. Such federal, state, or county agency, the Comptroller of the United States, or any of their duly authorized representatives shall have the right during normal business hours and upon reasonable prior notice, to enter AT&T's premises to review such records; provided however that to the extent permitted by



law, such federal state, or county agency, the Comptroller of the United States, or any of their duly authorized representatives shall not disclose any competitive and/or proprietary information.

23. Authority. Each party has full power and authority to enter into the Agreement, and the person signing the Agreement on behalf of a party represents that he has been properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by all of its terms, conditions and provisions.

24. Force Majeure. No party will be in default of a provision of the Agreement for delays in performance resulting from strikes, riots, lockouts, acts of nature or civil or military authority, fire, epidemics or other disasters, or events or acts beyond the reasonable control and without the negligence of the party. Time to perform any obligation is extended by the time of the delay.

25. Illegal Provision. If a provision of this Agreement is determined to be unenforceable because it is in violation of any rule or regulation of any regulatory entity or in violation of any law, the remainder of this Agreement shall remain in full force and effect.

26. Entire Agreement and Amendment. This Agreement is the entire understanding of Customer and AT&T with respect to the subject matter hereof and supersedes all prior oral or written agreements. The Agreement may be amended, but no amendment is binding on the parties unless it is in writing and executed by duly authorized representatives of the parties and approved, where required, by the PUCO.

27. Incorporation. The "Whereas" and "Now, Therefore" clauses are a part of the Agreement. All Exhibits and documents referenced herein are a part of the Agreement.

28. Headings. The headings used in this Agreement are for convenience only and shall not be considered a part of this Agreement.

29. Conflicts. In the event of a conflict between this Agreement and any Tariff, the terms of the Agreement shall govern.

30. Multiple Originals. Multiple originals of the Agreement may be executed; each is deemed an original, but all constitute the same document.

31. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

32. Waiver. Failure of either party to insist on performance of any term or condition of this Agreement or exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.

IN WITNESS WHEREOF, AT&T and Customer have caused this Agreement to be duly executed in their respective names, as of the Effective Date set forth above, subject to the approval of Summit County Council, Summit County Board of Control and the signature of the Summit County Executive.

County of Summit  
("Customer")

AT&T Global Services on behalf of  
The Ohio Bell Telephone Company  
("AT&T")

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AT&T ISDN PRIME/DS-1  
SERVICE DESCRIPTION**

**General Description**

AT&T Integrated Services Digital Network ("ISDN") Prime is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. These switched services include circuit switched voice (local exchange Measured Rate Service, Message Toll Telephone Service, Wide Area Telephone Service ("WATS"), and Custom 800 Service), circuit switched data, and Packet Switched Network Service. Each AT&T ISDN Prime will allow connection of the aforementioned services via a single central office connection. This service allows PBX equipment and host computer type devices to connect to central office services in bulk quantity, rather than on a line by line or service by service basis.

Each AT&T ISDN Prime provides access from a customer premises to Telephone Company circuit switched voice and circuit switched data, and Packet Switched Network Services via a 1.544 Mbps central office termination and a 1.544 Mbps channel to the customer's premises. The channel may be DS1 Local Distribution channel or part of a DS3, OC-3, OC-12, or other suitable facility. The rates and charges for the channel are in addition to those for the ISDN Prime termination and will be provided in accordance with Telephone Company tariffs or separate mutual agreement between the parties. The central office termination is provided in base capacities of twenty-three (23) 64 Kbps "B" channels and one (1) 64 Kbps "D" channel (23 B + D). Where technology permits, "D" channels can be shared by multiple AT&T ISDN Primes for the same customer. "B" channels can be dedicated to each circuit switched voice and circuit switched data service by type or they can be shared among service types by using the call by call feature. Where available, 64 Kbps "B" channels are always dedicated for Packet Switched Network Service.

AT&T DS1 Service provides for the simultaneous two-way transmission of a serial, bipolar, return-to-zero, isochronous digital signal at a terminating bit rate of 1.544 megabits per second (Mbps). Timing is provided by AT&T through AT&T's facilities to Customer in the receiving bit stream.

**Service Location(s)**

DS1/Prime	2525 STATE RD FL 1, CUYAHOGA FALLS
DS1/Prime	2525 STATE RD FL 1, CUYAHOGA FALLS
DS1/Prime	1100 GRAHAM CIR, CUYAHOGA FALLS
DS1/Prime	1030 E TALLMADGE AVE STE 1, AKRON
DS1/Prime	1030 E TALLMADGE AVE STE 1, AKRON
DS1	205 E. CROSIER ST., AKRON
DS1	53 UNIVERSITY AVE., AKRON
DS1	205 E. CROSIER ST. AKRON
DS1	209 S. HIGH ST., AKRON
DS1	205 E. CROSIER ST., AKRON
DS1	2525 GREENSBURG, GREEN
DS1	209 S. HIGH ST., AKRON
DS1	47 N. MAIN ST., AKRON

**AT&T ISDN PRIME/DS-1 SERVICE  
MONTHLY RATES AND NON-RECURRING CHARGES (NRCs)**

**FOR COUNTY OF SUMMIT**

<u>Description</u>	<u>Qty.</u>	<u>Monthly Rates</u>	<u>Extended Monthly Rates</u>	<u>NRC's</u>	<u>Extended NRC's</u>
<b><u>ISDN PRIME SERVICE</u></b>					
ISDN Prime Port - DMS	5	\$187.00	\$935.00	\$0.00	\$0.00
ISDN Prime Port - 5ESS		\$187.00	0.00	\$0.00	0.00
ISDN Prime Port - EWSD		\$187.00	0.00	\$0.00	0.00
DS1 Local Distribution Channel Zone 1		\$120.00	0.00	\$0.00	0.00
DS1 Local Distribution Channel Zone 2		\$120.00	0.00	\$0.00	0.00
DS1 Local Distribution Channel Zone 3	5	\$120.00	600.00	\$0.00	0.00
Clear Channel Capability Zone 1		\$0.00	0.00	\$0.00	0.00
Clear Channel Capability Zone 2		\$0.00	0.00	\$0.00	0.00
Clear Channel Capability Zone 3		\$0.00	0.00	\$0.00	0.00
<b><u>DS1 SERVICE</u></b>					
DS1 Local Distribution Channel Zone 1	7	\$120.00	840.00	\$0.00	0.00
DS1 Local Distribution Channel Zone 2		\$120.00	0.00	\$0.00	0.00
DS1 Local Distribution Channel Zone 3	1	\$120.00	120.00	\$0.00	0.00
Channel Mileage Termination Zone 3	2	\$38.00	76.00	\$0.00	0.00
Channel Mileage Zone 3	9	\$15.00	135.00	\$0.00	0.00
Federal Access Charge*	1	\$27.05	27.05	\$0.00	0.00
End User Complex Line Port*	1	\$15.53	15.53	\$0.00	0.00
Federal Universal Service Fee*	1	\$5.58	5.58	\$0.00	0.00
<b><u>Totals</u></b>			<b><u>\$2,754.16</u></b>		<b><u>\$0.00</u></b>

\*These Rates and Charges are governed by Tariff and may vary over the term of the Agreement, they are listed here strictly as a convenience to the Customer.

**Note 1:**

Above prices do not include any applicable Federal, State, or Local taxes.

**Note 2:**

Based on FCC Rules and Regulations, this pricing is offered pursuant to the P.U.C.C. Tariff No. 20 and is based upon Customer's acknowledgement and certification to AT&T that the total InterState traffic, which includes Internet traffic constitutes less than ten percent (10%) of the total traffic on this Service.

Exhibit A

CSM070328082650



AT&T SSA Reference No. \_\_\_\_\_

**AT&T Managed Internet Services  
AT&T MIS Commitment Form**

<b>Customer Name ("Customer" or "You")</b> Summit Count Dept Human Services	<b>Customer Location Address and Phone Number</b> 47 N. Main St. Akron, OH 44308 330-643-7873 NPA-NXX: 330252
<b>AT&amp;T Sales Contact Information</b> HADI BOURIA 45 ERIEVIEW PLAZA CLEVELAND, OH 44114 Telephone: 2168227596 Fax: 216-822-5884 Email: hb1671@msg.ameritech.com Branch Manager: Ron Hoots Sales Strata: Small Business Market Sales Region: Eastern	<b>AT&amp;T Authorized Agent Information (if applicable)</b> Name: Company Name:  Telephone: Fax: Email: Agent Code:

**THE DETAILS OF CUSTOMER'S MIS ORDER ARE AS FOLLOWS**

**MIS Service Type:** AT&T Managed Router (Plus)

**Term:** 24 Months ~~beginning on Service installation~~ 9

**Number of MIS Circuits:** 1

**Type of Access:** Private Line

**Installation Charges:** On-Site, \$0.00

**Speed:** 1544

**Price (monthly port pricing):** \$205.20

**Discount Included at:** 62 %

**Local Access Facility Monthly Charge:** \$265.00

**Local Access Facility Charge- Installation:** \$0.00

**Firewall Options:**

*(DMZ Firewall install charge up to \$500 if ordered)*

**DNS Services\*:**

**Additional Primary DNS:** \$100 monthly per DNS increment

**Additional Secondary DNS:** \$100 monthly per DNS increment

\*Available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data. Customer must place any orders for DNS separately.

This agreement for AT&T MIS at the location identified above is subject to the Terms and Conditions on the reverse side of this form. To the extent of any conflict between this Commitment Form and the AT&T Service Guide, AT&T Acceptable Use Policy or the AT&T Business Communications Service Agreement, this Commitment Form shall take precedence.

**AGREED:**  
**CUSTOMER:**

**AGREED:**  
**AT&T Corp.**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**AT&T Managed Internet Services  
TERMS AND CONDITIONS**

**Incorporated Rates and Terms of Sale:** This AT&T MIS Commitment Form is subject to the rates, terms and conditions for the Term You selected on the first page of this Commitment Form ("Your Term") set forth in the AT&T Service Guide, located at <http://www.att.com/abs/serviceguide>, as amended from time to time, in the AT&T Acceptable Use Policy, located at <http://www.ipsservices.att.com/policy.html>, as amended from time to time and in the AT&T Business Communications Service Agreement, located at <http://www.business.att.com/agreement/>, as amended from time to time.

**Contract Prices, Taxes and Surcharges:** Contract price is stabilized for the Term, but does not include taxes and regulatory charges, which are not stabilized. You also are responsible for all applicable taxes and regulatory surcharges. Regulatory surcharges, including but not limited to UCC, USF, PICC and payphone charges, are as specified in the AT&T Service Guide. Upon expiration of the Term, AT&T may modify the rates, charges, terms and conditions applicable to the Service covered by such Pricing Schedule on thirty (30) days' prior notice.

**Payment and Deposits:** Payment due thirty (30) days after the invoice date and must refer to invoice number. Restrictive endorsements or other statements on checks will not apply. For overdue payments, AT&T may assess a late fee of the lower of 1.5% per month or the maximum rate allowed by law and all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require you to pay a deposit or increase an existing deposit as a condition of providing Services. You authorize AT&T to investigate your credit history at any time and to share credit information about you with credit reporting agencies.

**Termination and Termination Charges:** Either party may terminate for material breach upon thirty (30) days prior written notice to the other party. IF ANY PORTION OF A SERVICE IS TERMINATED BY YOU FOR CONVENIENCE OR BY AT&T FOR CAUSE BEFORE THE END OF THE TERM, YOU WILL BE BILLED AN EARLY TERMINATION CHARGE OF 50% OF THE MONTHLY CHARGES FOR EACH MONTH REMAINING IN THE TERM.

**Limitation of Liability:** AT&T'S ENTIRE LIABILITY FOR DAMAGES, OTHER THAN THOSE EXCLUDED UNDER THIS AGREEMENT, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY CUSTOMER FOR THE AFFECTED SERVICE DURING THE ONE (1) MONTH PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. IN NO EVENT SHALL AT&T BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AT&T ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY AT&T; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT CREDIT ALLOWANCES ARE SPECIFIED IN THE AT&T SERVICE GUIDE); OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

**Disclaimer of Warranties:** AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AT&T DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS. AT&T DOES NOT GUARANTEE NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER DATA AND INFORMATION.

**Disputed Charges:** If You do not dispute a charge in writing within 6 months after the invoice date, You waive the dispute. AT&T must issue a bill within six (6) months after the month in which the charges were incurred (other than for automated or live operated assisted calls) or it waives the charges.

**Equipment:** AT&T shall retain all right, title or interest in AT&T equipment and no ownership rights in AT&T equipment shall transfer to You. You must provide a suitable and secure environment free from environmental hazards and electric power for AT&T equipment and shall keep the AT&T equipment free from all liens, charges, and encumbrances. AT&T equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment without prior written authorization from AT&T. Title to and risk of loss of Purchased Equipment will pass to You as of the delivery date, upon which date AT&T will have no further obligations of any kind with respect to that Purchased Equipment, except as set forth in an applicable Attachment, Pricing Schedule or Service Guide. If You do not accept the Purchased Equipment, the Purchased Equipment should be returned to the manufacturer. AT&T will obtain from the manufacturer and forward to You a Return Material Authorization. AT&T retains a purchase money security interest in all Purchased Equipment until You pay for it in full; You appoint AT&T as Your agent to sign and file a financing statement to perfect AT&T's security interest. ALL PURCHASED EQUIPMENT IS PROVIDED ON AN "AS IS" BASIS, EXCEPT THAT AT&T WILL PASS THROUGH TO YOU ANY WARRANTIES AVAILABLE FROM ITS PURCHASED EQUIPMENT SUPPLIERS, TO THE EXTENT THAT AT&T IS PERMITTED TO DO SO UNDER ITS CONTRACTS WITH THOSE SUPPLIERS.

**Resale Prohibited:** You may not resell the Services to third parties.

**Governing Law:** Unless applicable law requires otherwise, state law issues concerning the construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New York, U.S.A., excluding its choice of law rules.

**Entire Agreement:** THIS COMMITMENT FORM, THE AT&T SERVICE GUIDE, THE AT&T ACCEPTABLE USE POLICY AND THE AT&T BUSINESS COMMUNICATIONS SERVICE AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES, OR THE RIGHTS AND OBLIGATIONS RELATING TO THE SERVICES. THIS AGREEMENT SHALL NOT BE MODIFIED, OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR YOUR PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

APR 19 2006

*Signed version of the  
mark-up.*

20060419-0388

**AGREEMENT FOR  
ISDN PRIME AND DS1 SERVICE  
BETWEEN**

**SBC GLOBAL SERVICES, INC. DBA AT&T GLOBAL SERVICES  
AND  
COUNTY OF SUMMIT**

5 1012 Lines  
ISDN

This Agreement for Service ("Agreement") is entered into as of the date of last signature hereto ("Effective Date") by and between SBC Global Services, Inc. dba AT&T Global Services, a Delaware corporation, with offices at 225 West Randolph Street, Chicago, Illinois 60606, on behalf of The Ohio Bell Telephone Company dba AT&T Ohio, an Ohio corporation, with offices at 150 E. Gay Street, Columbus, Ohio 43215 ("AT&T") and County of Summit, authorized under Ohio Revised Code Section 5153, with offices at Ohio Building, 175 S. Main Street, Akron, Ohio 44308 ("Customer").

WHEREAS, Customer desires AT&T to provide the service described in Exhibit A (the "Service"), attached hereto and incorporated herein, which shall include the provision of AT&T Integrated Services Digital Network ("ISDN") Prime/DS-1 Service; and

WHEREAS, AT&T desires to provide and the Customer desires to pay for the Service.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties agree as follows:

1. Description and Location of Service. AT&T will provide and Customer will pay for the Service at the locations described in and as configured in Exhibit A (attached hereto and incorporated herein).

2. Term. The term of this Agreement will begin upon execution of the Agreement and will terminate twenty-four (24) months after the date of the last signature hereto. The expiration of this Agreement and the Master Discount Agreement, provided it is signed the same date, shall be the same. This Agreement supersedes and replaces Customer's existing contract associated with BTN 330R934364393.

3. Notice. Any required written notice shall be sent as follows:

To AT&T:

AT&T  
208 Portage Trail, Fl. 3  
Cuyahoga Falls, OH 44221  
Attn: Account Manager -  
County of Summit

To Customer:

County of Summit  
175 S. Main Street  
Akron, OH 44308  
Attn: Vince DiSalvo, Telecom Mgr.

4. Rates and Charges. As compensation to AT&T for the Services as set forth in Section 1., above, Customer agrees to pay the rates and charges for Services as set forth in Exhibit B of the Agreement as follows: Five (5) DS1 data circuits for a two (2) year period in amount not to exceed \$28,104.00 before applicable discounts; and five (5) ISDN prime digital voice circuits for the Centrex telephone service for all County locations for a 2 year period in an amount not to exceed \$3,200.00 per month for a two-year total of \$76,800.00. The monthly rates for Services do not include any applicable Federal, State, or Local taxes. The monthly rates are inclusive of applicable regulated rate components governed by Tariff (e.g., End User Common Line or E-911 charges) as set forth on Exhibit B, and are included in the "not to exceed" amounts set forth above, provided such charges are not changed by the FCC during the term of the Agreement. All rates and charges due will be paid by Customer.

5. Termination. This Agreement may be terminated by Customer, at anytime, by giving AT&T at least thirty (30) days prior written notice. If Customer terminates the Agreement, as provided herein, prior to the Service becoming operational, or defers its order for Service, Customer hereby agrees to pay AT&T for its engineering, labor, material and equipment costs incurred by AT&T up to its receipt of prior written notice of termination. AT&T reserves the right to bill Tariff termination if Customer replaces with like services from a competitor before the end of the term.

6. Cutover of Service. Cutover of Service shall occur when the Service becomes operational and Customer will commence paying the rates and charges specified in Paragraph 4., above.

7. Maintenance. Maintenance is to be performed by AT&T in accordance with AT&T's Tariff.

8. Future Growth. AT&T's obligations are expressly limited to providing the Service as set forth in Exhibit A and Exhibit B of this Agreement. Any additional services, facilities or locations desired by Customer will be provided only upon agreement of AT&T and under terms, conditions and charges covered by tariff or under a separate agreement mutually agreed to by the parties.

Notwithstanding the foregoing, during the term of the Agreement, Customer may add additional ISDN Prime and DS1 circuits to the Service Locations set forth in Exhibit A at the rates set forth in Exhibit B provided facilities exist. If facilities do not exist, special construction charges shall apply. Each such added circuit shall have its own twenty-four (24) month term.

9. Regulatory Approval. Approval of this Agreement by any applicable regulatory agency (e.g., Public Utilities Commission of Ohio ("PUCO")), if any approval is determined by AT&T to be necessary, will be obtained by AT&T. If approval is required and not obtained, then this Agreement will immediately terminate and Customer shall receive a refund of any nonrecurring charge paid.

Approval of this Agreement by the PUCO does not constitute a determination that the terms and provisions for termination, or any resulting termination liability, of the Agreement should be upheld in a court of law. PUCO approval of the termination liability language is not intended to indicate that the PUCO has approved any terms or provisions contained therein. Signatories of this Agreement are free to pursue whatever legal remedies they may have, should a dispute of this nature arise.

10. Warranties. AT&T makes no representations or warranties, express or implied, concerning the quality of any service, including transmission, the provision of which requires the use of equipment or facilities privately owned or leased by Customer and over which Customer retains control.

11. Indemnification. AT&T shall indemnify and hold harmless Customer or its employees, agents or subcontractors against all loss, damage and expense (including costs and reasonable attorney's fees) which it may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work or the provision of work under this Agreement by AT&T, its agents, servants and employees, to the extent such loss or damage is due to or arising in any manner from a willful or negligent act or omission of AT&T, its agents, servants and employees or any employee of any of them.

AT&T's obligation to indemnify shall survive the expiration or termination of this Agreement.

12. Limitation of Liability. NO LIABILITY SHALL IN ANY CASE ATTACH TO ANY PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICE, CAPABILITY OR FEATURE HEREUNDER REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

13. Service Interruptions or Failures. The liability of AT&T for service interruptions or failures shall be as set forth in the Telephone Company Tariffs.

14. Disputes. If a dispute arises concerning any provision of this Agreement, except disputes concerning cancellation or termination, written notice of the dispute will be given by the disputing party to the other party. On receipt of notice by the other party, and thereafter for a period of sixty (60) days, neither party will file or initiate any complaint or other action or make any termination, until the parties have first attempted to resolve the dispute. AT&T will not unilaterally suspend service during this sixty (60) day period. Notwithstanding a dispute, AT&T and Customer will continue to perform under the Agreement, except for performance of obligations which concern the issue in dispute.

Except as otherwise provided in this Agreement, the failure of a party to observe strictly each of the terms and obligations enumerated herein constitutes a material breach of the Agreement. Upon written notice of the breach and failure of the defaulting party to cure the breach within thirty (30) days after

receipt of the written notice, or if said breach cannot be cured in thirty (30) days and the defaulting party does not begin to cure the breach within this thirty (30) day period and diligently prosecute the cure to completion, then the nondefaulting party may terminate this Agreement and pursue any remedies available at law or in equity.

15. Assignment. Except as may be ordered pursuant to State or Federal authority, this Agreement may not be assigned by either party without the express written consent of the other which shall not be unreasonably withheld and the approval of the PUCO or the Federal Communications Commission ("FCC"), if required. However, such consent shall not be required in the event of an assignment by either party to its parent, subsidiaries or affiliates. In the event of an assignment, and the assumption of liability by assignee, the assignor shall be discharged from any further liability. Except as provided herein, the Agreement inures to the benefit of, is binding upon, and enforceable against, the successors and assigns of the parties. This Service is specifically provided for sole use of Customer and may not be subleased by Customer to any party without the express written consent of AT&T.

16. *[THIS SECTION INTENTIONALLY DELETED.]*

17. Renewal. AT&T will notify Customer at least 60 days prior to the expiration of the Agreement that Customer may enter into a new agreement.

18. Confidentiality. Each party shall protect the confidentiality of this Agreement, including all terms, conditions, rates and charges, as well as any information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement and that either has been identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purposes of performing its obligations under this Agreement and shall not disclose it to anyone except its employees who have a need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, is received from a third party free to disclose it, is independently developed by the receiving party or is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon its request.

19. Advertising Restraints. Both Customer and AT&T agree, that without the consent of the other, neither will use the name, service marks, or trademarks of the other or of any of their affiliated companies in any advertising, publicity release or sales presentation.

20. Non Appropriation of Funds. Customer represents (1) that it has adequate funds to meet its obligations under this Agreement during the current fiscal year and Customer will provide to AT&T for inclusion with this Agreement a copy of the fiscal certificate authorized by the Customer's appropriate financial officer; (2) that it intends to maintain this Agreement in effect for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (3) that it will use its best efforts to obtain authorization and appropriation of such funds during the term of the Agreement and will further provide to AT&T copies of all fiscal certificates issued in connection with this Agreement. All fiscal certificates provided to AT&T by Customer in connection with this Agreement shall be attached to and become a part of this Agreement. Customer further represents that this section shall not be construed to permit the termination of this Agreement in order to acquire other equipment or service to perform essentially the same or similar functions. However, it is understood that the Customer's funds are contingent on the availability of lawful appropriations. If at any time funding is discontinued for the payments due hereunder, this Agreement is terminated as of the date that the funding expires without further obligation of the Customer.

21. Equal Employment Opportunity. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.

22. Records and Audit. AT&T shall provide access to any books, documents, papers, and records which are directly pertinent to the Agreement for the purpose of making audits, examination, excerpts and transcriptions. This access shall be given to any federal, state, or county agency, the Comptroller of the United States, or any of their duly authorized representatives. AT&T shall maintain all required records for three (3) years after Customer makes final payments and all other pending matters are closed. Such federal, state, or county agency, the Comptroller of the United States, or any of their duly authorized representatives shall have the right during normal business hours and upon reasonable prior notice, to enter AT&T's premises to review such records; provided however that to the extent permitted by



law, such federal state, or county agency, the Comptroller of the United States, or any of their duly authorized representatives shall not disclose any competitive and/or proprietary information.

23. Authority. Each party has full power and authority to enter into the Agreement, and the person signing the Agreement on behalf of a party represents that he has been properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by all of its terms, conditions and provisions.

24. Force Majeure. No party will be in default of a provision of the Agreement for delays in performance resulting from strikes, riots, lockouts, acts of nature or civil or military authority, fire, epidemics or other disasters, or events or acts beyond the reasonable control and without the negligence of the party. Time to perform any obligation is extended by the time of the delay.

25. Illegal Provision. If a provision of this Agreement is determined to be unenforceable because it is in violation of any rule or regulation of any regulatory entity or in violation of any law, the remainder of this Agreement shall remain in full force and effect.

26. Entire Agreement and Amendment. This Agreement is the entire understanding of Customer and AT&T with respect to the subject matter hereof and supersedes all prior oral or written agreements. The Agreement may be amended, but no amendment is binding on the parties unless it is in writing and executed by duly authorized representatives of the parties and approved, where required, by the PUCO.

27. Incorporation. The "Whereas" and "Now, Therefore" clauses are a part of the Agreement. All Exhibits and documents referenced herein are a part of the Agreement.

28. Headings. The headings used in this Agreement are for convenience only and shall not be considered a part of this Agreement.

29. Conflicts. In the event of a conflict between this Agreement and any Tariff, the terms of the Agreement shall govern.

30. Multiple Originals. Multiple originals of the Agreement may be executed; each is deemed an original, but all constitute the same document.

31. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

32. Waiver. Failure of either party to insist on performance of any term or condition of this Agreement or exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.

IN WITNESS WHEREOF, AT&T and Customer have caused this Agreement to be duly executed in their respective names, as of the Effective Date set forth above, subject to the approval of Summit County Council, Summit County Board of Control and the signature of the Summit County Executive.

County of Summit  
("Customer")

By: 

Name: James B. McCarthy

Title: Executive

Date: 5-3-06

AT&T Global Services on behalf of  
The Ohio Bell Telephone Company  
("AT&T")

By: 

Name: JANET BOOKER-PHILLIPS  
Contract Management

Title: A.L.M.

Date: 04-20-2006

**AT&T ISDN PRIME/DS-1  
SERVICE DESCRIPTION**

**General Description**

AT&T Integrated Services Digital Network ("ISDN") Prime is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. These switched services include circuit switched voice (local exchange Measured Rate Service, Message Toll Telephone Service, Wide Area Telephone Service ("WATS"), and Custom 800 Service), circuit switched data, and Packet Switched Network Service. Each AT&T ISDN Prime will allow connection of the aforementioned services via a single central office connection. This service allows PBX equipment and host computer type devices to connect to central office services in bulk quantity, rather than on a line by line or service by service basis.

Each AT&T ISDN Prime provides access from a customer premises to Telephone Company circuit switched voice and circuit switched data, and Packet Switched Network Services via a 1.544 Mbps central office termination and a 1.544 Mbps channel to the customer's premises. The channel may be DS1 Local Distribution channel or part of a DS3, OC-3, OC-12, or other suitable facility. The rates and charges for the channel are in addition to those for the ISDN Prime termination and will be provided in accordance with Telephone Company tariffs or separate mutual agreement between the parties. The central office termination is provided in base capacities of twenty-three (23) 64 Kbps "B" channels and one (1) 64 Kbps "D" channel (23 B + D). Where technology permits, "D" channels can be shared by multiple AT&T ISDN Primes for the same customer. "B" channels can be dedicated to each circuit switched voice and circuit switched data service by type or they can be shared among service types by using the call by call feature. Where available, 64 Kbps "B" channels are always dedicated for Packet Switched Network Service.

AT&T DS1 Service provides for the simultaneous two-way transmission of a serial, bipolar, return-to-zero, isochronous digital signal at a terminating bit rate of 1.544 megabits per second (Mbps). Timing is provided by AT&T through AT&T's facilities to Customer in the receiving bit stream.

**Service Location(s)**

DS1/Prime	2525 STATE RD FL 1, CUYAHOGA FALLS
DS1/Prime	2525 STATE RD FL 1, CUYAHOGA FALLS
DS1/Prime	1100 GRAHAM CIR, CUYAHOGA FALLS
DS1/Prime	1030 E TALLMADGE AVE STE 1, AKRON
DS1/Prime	1030 E TALLMADGE AVE STE 1, AKRON
DS1	205 E. CROSIER ST., AKRON
DS1	53 UNIVERSITY AVE., AKRON
DS1	205 E. CROSIER ST. AKRON
DS1	209 S. HIGH ST., AKRON
DS1	205 E. CROSIER ST., AKRON
DS1	2825 GREENSBURG, GREEN
DS1	209 S. HIGH ST., AKRON
DS1	47 N. MAIN ST., AKRON

**AT&T ISDN PRIME/DS-1 SERVICE  
MONTHLY RATES AND NON-RECURRING CHARGES (NRCs)**

**FOR COUNTY OF SUMMIT**

<u>Description</u>	<u>Qty.</u>	<u>Monthly Rates</u>	<u>Extended Monthly Rates</u>	<u>NRC's</u>	<u>Extended NRC's</u>
<b><u>ISDN PRIME SERVICE</u></b>					
ISDN Prime Port - DMS	5	\$187.00	\$935.00	\$0.00	\$0.00
ISDN Prime Port - 5ESS		\$187.00	0.00	\$0.00	0.00
ISDN Prime Port - EWSD		\$187.00	0.00	\$0.00	0.00
DS1 Local Distribution Channel Zone 1		\$120.00	0.00	\$0.00	0.00
DS1 Local Distribution Channel Zone 2		\$120.00	0.00	\$0.00	0.00
DS1 Local Distribution Channel Zone 3	5	\$120.00	600.00	\$0.00	0.00
Clear Channel Capability Zone 1		\$0.00	0.00	\$0.00	0.00
Clear Channel Capability Zone 2		\$0.00	0.00	\$0.00	0.00
Clear Channel Capability Zone 3		\$0.00	0.00	\$0.00	0.00
<b><u>DS1 SERVICE</u></b>					
DS1 Local Distribution Channel Zone 1	7	\$120.00	840.00	\$0.00	0.00
DS1 Local Distribution Channel Zone 2		\$120.00	0.00	\$0.00	0.00
DS1 Local Distribution Channel Zone 3	1	\$120.00	120.00	\$0.00	0.00
Channel Mileage Termination Zone 3	2	\$38.00	76.00	\$0.00	0.00
Channel Mileage Zone 3	9	\$15.00	135.00	\$0.00	0.00
Federal Access Charge*	1	\$27.05	27.05	\$0.00	0.00
End User Complex Line Port*	1	\$15.53	15.53	\$0.00	0.00
Federal Universal Service Fee*	1	\$5.58	5.58	\$0.00	0.00
<b><u>Totals</u></b>			<b><u>\$2,754.16</u></b>		<b><u>\$0.00</u></b>

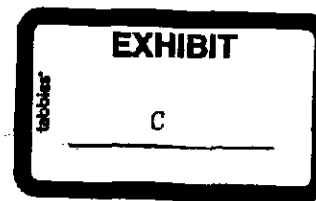
\*These Rates and Charges are governed by Tariff and may vary over the term of the Agreement, they are listed here strictly as a convenience to the Customer.

**Note 1:**

Above prices do not include any applicable Federal, State, or Local taxes.

**Note 2:**

Based on FCC Rules and Regulations, this pricing is offered pursuant to the P.U.C.O. Tariff No. 20 and is based upon Customer's acknowledgement and certification to AT&T that the total InterState traffic, which includes Internet traffic constitutes less than ten percent (10%) of the total traffic on this Service.



**Murphy, Linda**

**From:** Murphy, Linda  
**Sent:** Thursday, November 29, 2007 2:40 PM  
**To:** 'bj3127@att.com'  
**Importance:** High  
**Attachments:** SBC.0.3.Multi\_Service\_Addendum\_sbc\_ma 072307 (2).doc; SBC.0.1.S ICB Adden for Regulated Svc 072007 (3).doc; SBC.0.2.Master Agreement 072307 (2).doc

Linda Murphy, Esq.  
County of Summit Executive's Office  
175 S. Main Street, 8th Floor  
Akron, Ohio 44308

Phone: (330) 643-7794  
Fax: (330) 643-8718

*Attorney for SBC*

*Beatrice James Moore*

*(312) 727-1350*

Master Agreement

Sent to  
AT&T

11-16-07

This Master Agreement (the "Agreement") is between SBC Global Services, Inc. dba AT&T Global Services, a Delaware corporation with offices at One AT&T Plaza, Dallas, Texas 75202, on behalf of itself and those Affiliates identified in those Addenda, Attachments, Orders, and/or SOWs that may be entered into from time to time and incorporated by reference into this Agreement (individually and collectively, "AT&T") and County of Summit, Ohio ("Customer"), an Ohio political subdivision, with offices at 175 S. Main Street, 8<sup>th</sup> Floor, Akron, OH 44308, is effective on the date of last execution ("Effective Date"). AT&T and Customer are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

References to "Agreement" refer to this Agreement, any applicable tariff or guidebook, and the documents listed in the Addendum and Attachment List, including any Statement of Work ("SOW"). New or revised Addenda, Attachments, Orders, and/or Statements of Work must be signed by Customer and AT&T Affiliate. The following order of precedence applies to the documents comprising an Agreement: (1) any applicable guidebook and tariff(s), (2) Addenda (and related SOWs and Attachments), (3) this Agreement, and (4) Orders.

Notices from a Party concerning this Agreement must be written and delivered to the other Party at the address(es) below (i) in person, (ii) by certified mail, return receipt requested, (iii) by traceable overnight delivery, or (iv) by facsimile, electronically confirmed and followed immediately by U.S. Mail. Notice will be effective upon delivery.

To Customer: County of Summit  
175 S. Main St., 8<sup>th</sup> Floor  
Akron, OH 44308  
Fax: 330-643-2507  
Attention: Richard E. Dobbins, Director, Law Department

To AT&T: AT&T Sales Team - Contract Notice  
208 Portage Trail  
Cuyahoga Falls, OH 44221  
Fax: 330-926-3160  
Attention: AT&T Account Team for County of Summit

SO AGREED by the Parties' respective authorized signatories:

COUNTY OF SUMMIT		AT&T GLOBAL SERVICES	
By:		By:	
Name:	<u>Russell M. Pry</u> [Enter Signer's Name if known, Clear Field if not]	Name:	
Title:	<u>Executive</u> [Enter Signer's Title if known, Clear Field if not]	Title:	
Date:		Date:	

Deleted: [Customer's Full Legal Business Name]  
Deleted: [Enter the state of incorporation]  
You must select one of the choices  
Deleted: [Enter the Customer's Street Address, City, ST and ZIP]  
Formatted: Superscript

Field Code Changed  
Deleted: Enter the Customer's Business Name  
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Deleted: Enter the Customer's Street Address  
Field Code Changed  
Field Code Changed  
Deleted: Enter the Customer's City, State, and ZIP  
Field Code Changed  
Deleted:  
Deleted: Fred Farina  
Deleted: Telecommunications Contract Manager  
Field Code Changed  
Deleted: AT&T Account Team Address  
Field Code Changed  
Deleted: AT&T Account Team City, State, and ZIP  
Field Code Changed  
Deleted:  
Field Code Changed  
Deleted: Enter the Customer's Business Name  
Deleted: ENTER THE CUSTOMER'S FULL LEGAL BUSINESS NAME HERE

CONFIDENTIAL INFORMATION

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

**Master Agreement Terms and Conditions**

**CONFIDENTIAL INFORMATION**

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## 1. DEFINITIONS

- 1.1 "Affiliate" means an entity that controls, is controlled by, or is under common control with a Party.
- 1.2 "Confidential Information" means ideas, know-how, trade secrets, computer programs, technical information, and other confidential information which is disclosed by a disclosing Party to a receiving Party under this Agreement. The terms of this Agreement shall be deemed Confidential Information by the Parties.
- 1.3 "Cutover" occurs (except as otherwise described herein or in an Addendum/Attachment/SOW) (a) for a Service when the Service is first provisioned or otherwise available for Customer's use at any single Site and Customer is notified; and/or (b) for Equipment when the Equipment is received by Customer, or if installation by AT&T is provided as part of the Services, then upon AT&T's installation of the Equipment.
- 1.4 "Equipment" means equipment that AT&T sells or leases to Customer under this Agreement.
- 1.5 "Software" means computer programs and related object code licensed by AT&T to Customer, including any software licensed with or separately from Equipment.
- 1.6 "Normal Business Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding AT&T recognized holidays.
- 1.7 "Order" means any purchase order for Equipment or Services that references this Agreement (or an Addendum).
- 1.8 "Service(s)" means any or all services provided by AT&T, as further described in this Agreement or an Addendum.
- 1.9 "Site(s)" means Customer locations where AT&T is to perform Services.

AT&T won't change

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## 2. SERVICE-SPECIFIC TERMS AND CONDITIONS

- 2.1 Limitation on Service; Applicability of Tariffs. Service is offered subject to the availability and operational limitations of the necessary systems, facilities, and equipment. Except as otherwise specified in an Addendum, regulated Services (e.g., local or long distance telephone service) are subject to applicable tariffs and/or guidebooks (generally available at www.sbc.com or from an AT&T sales representative). Customer and any Customer end-user use of Service shall at all times comply with applicable laws, regulations and any AT&T written or electronic instructions for use.
- 2.2 Payment and Billing. Customer will pay AT&T (i) the monthly fees and nonrecurring charges set forth in the applicable Addendum (or, in the case of regulated services, at the charges set forth in the applicable tariff and/or guidebook), and (ii) applicable taxes, surcharges, and recovery fees (including universal service fees), and customs and duties. Except as otherwise provided in the applicable Addendum, (i) billing commences on Cutover; (ii) payment is due within 30 days after the receipt of invoice; and (iii) payment is subject to AT&T's credit requirements. If Customer pays electronically, Customer agrees to pay using Automated Clearing House (ACH) which shall include remittance information.

AT&T won't change

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Deleted: and AT&T may require a security deposit to ensure prompt payment. Customer will advise AT&T of any billing dispute within 30 days after receipt of invoice or the invoice shall be deemed correct. In addition to recovering attorneys' fees and costs of collection, AT&T may assess a late payment fee equal to (i) the lesser of 1.5% per month or the maximum amount allowed by law for Equipment or non-regulated Services, and (ii) as prescribed by the applicable tariff or guidebook for regulated Services.

Deleted: (i) specified in the Addendum; or (ii) if no termination liability is specified,

Deleted: (a)

Deleted: and (b) any charges imposed on AT&T by any third party as a result of Customer's early termination.

O.K.

Deleted: in the time allowed under this Agreement, Addenda, or other Attachment to the Agreement.

## 3. GENERAL TERMS AND CONDITIONS

- 3.1 Term and Termination. This Agreement will start on the Effective Date and remain in effect until terminated by either Party as provided herein (the "Term"). Each Addendum is coterminous with this Agreement, unless the Addendum specifies a different term. Upon expiration of the term specified, each Addendum shall remain in effect on a month-to-month basis at AT&T's then current monthly pricing. Customer, and AT&T (in the case of Services that are no longer under a term commitment), may terminate this Agreement or an Addendum without cause and for convenience upon 30 days' prior written notice. If Customer terminates an Addendum with a specified term or term commitment, Customer shall pay the termination liability in an amount equal to 50% of the remaining monthly recurring charges due under the Addendum; Customer may cancel an Order for Equipment prior to Cutover with no termination liability, subject to payment of any non-recoverable restocking fees or costs incurred by AT&T. Customer may not cancel an Order for Equipment after Cutover.
- 3.2 Termination for Breach. This Agreement (or applicable Addendum) may be terminated immediately by either Party or AT&T may suspend performance hereunder or thereunder, upon written notice to the other Party if the other Party (i) is in material breach (including but not limited to failure to make timely undisputed payments) and such failure or breach is not remedied within 30 days after the terminating Party provides written notice to the breaching Party specifically describing such breach; (ii) ceases to carry on business as a going concern, becomes the object of voluntary or involuntary bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets; (iii) engages in fraud, criminal conduct, or willful misconduct; or (iv) breaches the confidentiality obligations under this Agreement. In the event Customer terminates an affected service, service element, or this Agreement if the entire Agreement is affected, due to an uncured material breach by AT&T, Customer will incur no termination liability for early termination of the affected service, service element, or this Agreement, on the condition that AT&T was provided 30 days prior written notice and was unable to cure such material breach within 30 days after receipt of notice.
- 3.3 Force Majeure. Except in the case of payment of amounts due, neither Party will be liable to the other Party for any failure of performance due to any cause beyond that Party's reasonable control, including acts of God, fire, explosion, vandalism, terrorism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or

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# Master Agreement Terms and Conditions

request by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or preemption of existing Service to restore Service in compliance with the regulatory rules and regulations, or, in the case of AT&T, delays caused by Customer or Customer's service or equipment vendors.

3.4 Assignment. Neither this Agreement (including any Addendum) nor any interest therein may be assigned, sublet, or in any manner transferred by Customer without the prior written consent of AT&T. Any attempted assignment or transfer in contravention of the preceding sentence will be void. AT&T may assign to any of its Affiliates or subcontract any portion of the Services to be performed without Customer's prior written approval on the condition that AT&T remains liable for the performance of such Affiliate in the event of an assignment, or in the case of subcontracting, AT&T remains responsible for the work of such subcontractors performed under and within the scope of this Agreement.

3.5 Use of Confidential Information. During the Term, each Party may obtain Confidential Information from the other Party. Written or other tangible Confidential Information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing Party. Except as otherwise required by applicable law, when disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within 15 days after disclosure. Neither Party may during the Term and for 3 years thereafter disclose any of the other Party's Confidential Information to any third party. Neither Party may use the other Party's Confidential Information except to perform its duties under this Agreement. The Confidential Information restrictions will not apply to Confidential Information that is (i) already known to the receiving Party, (ii) becomes publicly available through no wrongful act of the receiving Party, (iii) independently developed by the receiving Party without benefit of the disclosing Party's Confidential Information, or (iv) disclosed by the disclosing Party to a third party without an obligation of confidentiality. Upon termination of this Agreement or an applicable Addendum, each Party will return the other Party's Confidential Information. The Agreement may be subject to the Ohio Public Records Act pursuant to Ohio Revised Code §149.43 and all other applicable laws.

3.6 Customer Information, Access and Safe Working Environment. AT&T may rely on any information provided by Customer and assumes no liability for any damages or costs that result from errors or omissions in such information. Customer shall provide AT&T with timely access to Customer information, facilities or equipment as AT&T reasonably requires to provide the Services and keep AT&T informed on developments in Customer's business or operations that may impact Service. AT&T may share Customer information and Confidential Information (including billing and usage information for Services purchased) with AT&T Affiliates and inform Customer of other AT&T product/service offerings. Customer shall maintain the Site in a suitable and safe working environment, free of Hazardous Materials. Customer represents and warrants that to the best of its knowledge the area of the Site where AT&T performs Services is free of Hazardous Materials. AT&T will not cause nor bring to any Site, does not handle, remove or dispose of, nor does AT&T accept any liability for, any Hazardous Materials at the Site which was not caused by AT&T. If AT&T encounters any such Hazardous Materials, AT&T may terminate this Agreement or suspend performance until Customer removes and cleans up at its expense Hazardous Materials in accordance with this Agreement and applicable law. For purposes hereof, "Hazardous Materials" means any substance whose use, transport, storage, handling, disposal, or release is regulated to any law related to pollution, protection of air, water, or soil, or health and safety.

3.7 Publicity. During the Term and provided that AT&T requests and receives Customer's consent in writing, AT&T may refer to Customer, orally and in writing, as a customer of AT&T and may publish a press release announcing in general terms that AT&T and Customer have entered into this Agreement and AT&T may in general terms describe the activities contemplated hereunder. Any other reference to one Party by the other Party requires written consent of the first Party.

3.8 Limitation of Liability. EXCEPT FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, NO LIABILITY SHALL IN ANY CASE ATTACH TO ANY PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICE, CAPABILITY OR FEATURE HEREUNDER REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT SUCH DAMAGES ARE FORSEEABLE.

3.9 Warranties; Disclaimer of Other Warranties. With respect to maintenance or professional Services, AT&T warrants that the Services will be performed in a professional and workmanlike manner. AT&T further warrants that it has good title to the Equipment and that the Equipment will perform in accordance with the manufacturer's published specifications and AT&T will use commercially reasonable efforts to subrogate any AT&T claims or rights against the Equipment manufacturer to Customer. AT&T makes no warranties and assumes no liability for any defects or nonconformities caused by non-AT&T approved modifications or alterations; misuse, accident or neglect; or Customer failure to comply with AT&T or AT&T vendor specifications or requirements for use. These warranties do not cover and AT&T has no responsibility for (a) installation, maintenance or operation of non-AT&T provided equipment or software or impairment caused by such equipment/software; (b) compatibility of such equipment/software with AT&T-provided Equipment or Software; or (c) modifications, alterations or repairs to Equipment or Software by persons other than AT&T or its authorized agents. The Customer shall have all rights and remedies as provided by state, federal and

## Deleted: W

Deleted: Customer shall pay AT&T for any damages, costs, fines or penalties AT&T incurs as result of the presence or release of such Hazardous Materials

Deleted: NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATED TO LOST PROFITS, TOLL FRAUD, LOSS OF USE, AND LOSS OF DATA, OR FAILURE TO REALIZE SAVINGS OR BENEFITS) ARISING OUT OF OR RELATING TO:

INTEROPERABILITY, INTERACTION, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY AT&T; SERVICE INTERRUPTIONS OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT CREDIT ALLOWANCES ARE SPECIFIED IN THE AT&T SERVICE GUIDE); OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT AS OTHERWISE PROVIDED IN ANY APPLICABLE TARIFF, AT&T SERVICE GUIDE, OR GUIDEBOOK, THE TOTAL AGGREGATE LIABILITY OF AT&T, ITS SUPPLIERS, LICENSORS, AFFILIATES, DIRECTORS, OFFICERS, AND/OR EMPLOYEES UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AMOUNTS ACTUALLY PAID R... [1]

Deleted: during the warranty period set forth by such manufacturer

Deleted: EXCEPT FOR THE FOREGOING, OR AS EXPRESSLY SET FORTH IN AN ADDENDUM, AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THE MATERIALS, SERVICE, EQUIPMENT OR SOFTWARE, ALL OF WHICH ARE PROVIDED "... [2]

## CONFIDENTIAL INFORMATION

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Punitive,  
exemplary,  
special

and AT&T  
does not waive  
any legal rights  
it has under  
any applicable  
law.



Master Agreement Terms and Conditions

local laws including but not limited to the Ohio Uniform Commercial Code and Title 13 of the Ohio Revised Code.

3.10 Indemnities. AT&T shall indemnify, defend and hold harmless the Customer and its employees, agents and subcontractors against all loss, damage and expense (including costs and reasonable attorneys' fees) which it may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work or the provision of work under this Agreement by AT&T, its agents, servants and employees, to the extent such loss or damage is due to or arising in any manner from a willful or negligent act or omission of AT&T, its agents, servants and employees or any employee of any of them.

3.11 Equipment. To the extent that Customer purchases Equipment under an Addendum/Attachment/SOW, the following additional terms apply: AT&T will deliver the Equipment FOB shipping point, freight prepaid and charged. Title to the Equipment and all risk of loss to the Equipment shall pass to Customer at Cutover. Upon Cutover, AT&T hereby grants to Customer a personal, nontransferable, non-exclusive license to use the Software on or with the corresponding Equipment and AT&T (or its licensors) shall retain and continue to own all right, title and interest in any Software and all copies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and all other items reasonably required to perform installation and other Services related to the Equipment and obtain any necessary licenses, permits and consents to do so. AT&T will repair or replace (at its option and expense) any such non-conformity and if the Equipment fails to conform after a reasonable number of attempts to do so, AT&T will (at its option and expense) provide replacement Equipment or refund payments for non-conforming Equipment. AT&T is not responsible for and shall have no liability for, or any impairment caused by (a) any non-conformity caused by improper use or environmental or electrical conditions or attachment of non-AT&T or manufacturer materials or devices; or (b) installation, operation or maintenance of non-AT&T hardware/software. Customer is responsible for ensuring that such non-AT&T hardware/software is compatible with the Services, Equipment or Software.

3.12 Miscellaneous. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations, and understandings relating to the subject matter hereof. No modifications or subsequent agreements concerning the subject matter of this Agreement will be effective unless made in writing and signed by the Parties. AT&T and Customer shall not be bound by any electronic or pre-printed terms additional to, or different from, those in this Agreement that may appear in Customer's or AT&T's form documents, orders, acknowledgments or other communications. Customer shall not resell any Services without AT&T's written consent. AT&T, its employees, agents, and representatives are not employees, servants, partners, or joint venturers of or with Customer. AT&T is an independent contractor and will at all times direct, control, and supervise all of its employees. This Agreement will be governed by the laws of Ohio, without regard to its conflicts of law rules. All litigation arising under this Agreement must be litigated in the Akron Municipal Court, the Summit County Court of Common Pleas or the Northern District of Ohio, Eastern Division U.S. Federal Court, and AT&T permits itself to the jurisdiction and venue of those courts. The failure of a Party to insist upon strict performance of any provision of this Agreement in any one or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.

3.13 Compliance with Laws. AT&T agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.

3.14 Drug Free Workplace. AT&T will comply with all applicable Ohio laws regarding maintaining a drug free workplace. AT&T will make a good faith effort to ensure that all of its employees, while working on Customer property, do not possess and will not be under the influence of illegal drugs or alcohol or abuse prescription drugs.

3.15 Insurance. AT&T will maintain all applicable insurance coverage, including workers compensation insurance.

3.16 Reports and Records. AT&T shall maintain and provide to the Customer upon reasonable demand, with no less than 30 days prior written notice from Customer, the following billing records and invoicing reports directly related to Customer's Account: billing and invoicing records adequate to enable Customer and/or the State of Ohio to audit and otherwise verify claims for reimbursement, and other billing records and invoicing reports as required by Customer to enable it to comply with local, state and federal statutes and regulations. AT&T shall maintain all billing records related to this agreement and the administration of the program for three (3) years after Customer makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the billing records have commenced prior to the expiration of the three (3) year period, AT&T shall retain the billing records until completion of the action and all issues that arise from it or until the end of the three year period, whichever is later.

3.17 Unresolved Findings of Recovery and Compliance with Vendor Campaign Contribution Law. Pursuant to Ohio Revised Code §9.24, AT&T represents and warrants that no unresolved findings of recovery have been issued against AT&T by the Auditor of the State of Ohio. If this is a contract for goods or services in excess of \$500, AT&T hereby certifies that all persons identified in Ohio

CONFIDENTIAL INFORMATION

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

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**Master Agreement Terms and Conditions**

Revised Code sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code sections 3517.13(I)(1) and 3517.13(J)(1), respectively.

**CONFIDENTIAL INFORMATION**

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

### Addendum and Attachment List

This Addendum and Attachment List to the Master Agreement (the "List") between AT&T and Customer, current as of the Effective Date, is incorporated into the Agreement by this reference. All Addenda and Attachments shall be attached to the Agreement.

Enter Addendum # (if none, clear field)    Enter the Title of Addendum (if none, clear field)

This List may be amended from time to time in writing and signed by the Parties.

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### CONFIDENTIAL INFORMATION

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

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATED TO LOST PROFITS, TOLL FRAUD, LOSS OF USE, AND LOSS OF DATA, OR FAILURE TO REALIZE SAVINGS OR BENEFITS) ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY AT&T; SERVICE INTERRUPTIONS OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT CREDIT ALLOWANCES ARE SPECIFIED IN THE AT&T SERVICE GUIDE); OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT AS OTHERWISE PROVIDED IN ANY APPLICABLE TARIFF, AT&T SERVICE GUIDE, OR GUIDEBOOK, THE TOTAL AGGREGATE LIABILITY OF AT&T, ITS SUPPLIERS, LICENSORS, AFFILIATES, DIRECTORS, OFFICERS, AND/OR EMPLOYEES UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AMOUNTS ACTUALLY PAID BY CUSTOMER DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CIRCUMSTANCES GIVING RISE TO THE FIRST CLAIM FOR DAMAGES UNDER THIS AGREEMENT.

EXCEPT FOR THE FOREGOING, OR AS EXPRESSLY SET FORTH IN AN ADDENDUM, AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THE MATERIALS, SERVICE, EQUIPMENT OR SOFTWARE, ALL OF WHICH ARE PROVIDED "AS IS" TO THE FULL EXTENT PERMITTED BY LAW.

Customer will indemnify and defend AT&T, its directors, officers, employees, agents and their successors ("Agents") from and against any and all third party claims and related loss, liability, damage and expense, including attorneys' fees, (collectively "Damages") arising from improper use of Services or information or any content or data transmitted over any AT&T network or facilities.

AT&T will indemnify and defend Customer and its Agents from and against any Damages finally awarded or paid in settlement based on a claim that any Service, or AT&T-provided Equipment and Software (collectively, "Materials"), infringe a U.S. patent or copyright. If a final injunction or judgment is awarded against Customer prohibiting use of Service/Materials by reason of infringement of a U.S. patent or copyright, AT&T will at its option and expense either (a) procure the right for Customer to continue using the Service/Materials; (b) obtain and deliver equivalent non-infringing Service/Materials; or (c) terminate the infringing Service/Materials and refund to Customer amounts paid for infringing Service/Materials, less a reasonable charge for use. An indemnified Party shall provide the indemnifying Party with notice for any claim of indemnity and the indemnifying Party shall have complete authority to assume the sole defense and settlement of such claim. The indemnified Party may participate in the settlement or defense at its own expense and shall reasonably cooperate to facilitate the defense and settlement of such claims. This indemnification shall survive the term of this Agreement.

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Customer has 30 days after Cutover to test the Equipment and provide AT&T with written notice if the Equipment is defective and does not conform to manufacturer's specifications.		
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If Customer does not deliver a written certificate of acceptance or written notice of non-conformity within 30 days after Cutover, the Equipment shall be deemed accepted.		
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The parties agree that this transaction may be conducted by electronic means.		
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Any legal action arising under this Agreement must commence within 2 years after the cause of action arises.		
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The Parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is determined to be invalid or unenforceable, this Agreement will be construed as if it did not contain such provision.		
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AT&T Addendum No. \_\_\_\_\_ to Master Agreement  
Individual Case Basis Terms & Conditions For State Local Exchange Carrier Telco Services

CUSTOMER Legal Name	AT&T Contact Information
Customer Name ("Customer"): <u>County of Summit</u>	AT&T
Street Address: <u>175 S. main St., 8<sup>th</sup> Floor</u>	AT&T Global Services ("AT&T")
City: <u>Akron</u>	One AT&T Plaza
State / Province: <u>OH</u> Country: <u>USA</u>	Dallas, Texas 75202
Domestic / International Zip Code: <u>44308</u>	Email: <u>mast@att.com</u>
CUSTOMER Contact	AT&T Sales Contact
Name: <u>Fred Farina</u>	Name: <u>Jerry Jannazzo</u>
Title: <u>Deputy Director Admin. Svcs.</u>	Street Address: <u>208 Portage Trail</u>
Telephone: <u>330-643-2088</u>	City: <u>Cuyahoga Falls</u> , State: <u>OH</u> , Zip Code: <u>44221</u>
Fax: <u>330-643-2507</u>	Telephone: <u>330-926-3006</u>
Email: <u>ffarina@summitoh.net</u>	Email: <u>jj8656@att.com</u> Fax: <u>330-296-3160</u>
CUSTOMER Signature	AT&T Signature
Authorized Agent or Representative	Authorized Agent or Representative
Print Name and Title	Print Name and Title
Date	Date

This Addendum outlines Individual Case Basis Terms & Conditions for State Local Exchange Telco Services ("Addendum"), and is part of the Master Agreement between AT&T and Customer referenced above (the "Agreement"). In the event of an inconsistency or conflict between the Agreement, this Addendum and AT&T's Tariffs, Guidebooks, Catalogs, then the Agreement shall apply.

## 1. THE SERVICE; DEFINITIONS

### 1.1 Services

A. SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of its Affiliate(s) named below which provide local exchange service ("AT&T"), will provide the Services to Customer under this Addendum which are identified in the Pricing Schedules and applicable Tariffs, Guidebooks, Catalogs, or the AT&T Indiana Retail Service Guide.

B. The pricing, service descriptions and other provisions relating to the Services will be as set forth in: (i) this Addendum (including, the attached Pricing Schedules); (ii) the Agreement's Terms and Conditions; and (iii) the appropriate section of the Tariffs, Guidebooks, Catalogs, or the AT&T Indiana Retail Service Guide.

C. This Addendum shall remain in effect until all Pricing Schedules provided under this Addendum have expired.

### 1.2 AT&T Affiliates

Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company, d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; Southwestern Bell Telephone Company d/b/a in the states of Arkansas, Kansas, Missouri, Oklahoma and Texas as AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, respectively; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company, d/b/a AT&T Nevada; The Woodbury Telephone Company d/b/a AT&T Woodbury; and The Southern New England Telephone Company d/b/a AT&T Connecticut

### CONFIDENTIAL INFORMATION

Except with respect to Services provided in Ohio, this agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

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AT&T Addendum No. \_\_\_\_ to Master Agreement  
Individual Case Basis Terms & Conditions For State Local Exchange Carrier Telco Services

### 1.3 Definitions

"AT&T Indiana Retail Service Guide" means those certain documents that contain the specific Service descriptions, charges or other terms and conditions applicable to a Service or Services provided by AT&T Indiana that may be found at <http://www.att.com/gen/public-affairs?pid=3181>.

"Cutover" is defined in the Agreement.

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**Deleted:** when the Service is first provisioned or otherwise available for Customer's use at any single Site at the rates provided in this Pricing Schedule.¶

"Effective Date" of a Pricing Schedule is the date on which the last party signs this Addendum or, for a subsequently added Pricing Schedule, the date on which the last party signs the Pricing Schedule. If the rules of a regulatory authority having jurisdiction respecting a Service would require a later date, or an applicable tariff filing would require a later date, then the Effective Date of the applicable Pricing Schedule shall be in accordance with such rules.

"Pricing Schedule" means an ICB pricing schedule to this Addendum, either appended hereto or subsequently signed by the parties and referencing this Addendum.

"Pricing Schedule Term" is the period of time stated in the applicable Pricing Schedule.

"Service" means collectively all of the Service Components Customer orders under a Pricing Schedule.

"Service Component" means the individual components of a Service that Customer orders under a Pricing Schedule.

"Tariff", "Guidebook" or "Catalog." "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" or "Catalogs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs, Guidebooks and Catalogs may be found at [att.sbc.com/search/tariffs.jsp](http://att.sbc.com/search/tariffs.jsp).

## 2. TERMINATION

The following termination provisions are only applicable to Services provided pursuant to an ICB Pricing Schedule.

2.1 If a Service or a Service Component is terminated, Customer must pay all charges incurred as of the effective date of termination.

2.2 If Customer terminates a Service or a Service Component for material breach by AT&T, Customer shall not be liable for any Termination Charges.

2.3 Term and Termination are defined in the Agreement.

**Deleted:** Termination for Convenience. If Customer terminates a Service with a specified term or term commitment ("Term"), in whole or in part, for convenience or AT&T terminates for Customer's default, on or after Cutover but before the scheduled completion of the Term, Customer shall pay the termination liability (i) specified in the Pricing Schedule; or (ii) if no termination liability is specified, an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges rate for the terminated Service as set forth in the Pricing Schedule, multiplied by the number of months remaining in the term for the applicable Service at the point of termination, and (c) any special construction liabilities. ¶

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## 3. PRICING

### 3.1 Pricing Schedule

For custom priced Services, unless otherwise stated in a Pricing Schedule and except in Connecticut (where custom prices are not only set forth in the Pricing Schedule but also contained in ICB Tariffs), the rates and charges stated in the Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the Tariffs, Guidebooks, Catalogs, or the AT&T Indiana Retail Service Guide. For Services provided per Tariff pricing, during the Term, rates will not increase above monthly rates set forth in the Pricing Schedule and rate decreases will automatically be applied to the monthly rates. Pricing for any Services that are not listed in a Pricing Schedule will be as described in the Tariffs, Guidebooks, Catalogs, or the AT&T Indiana Retail Service Guide. The amount due under this Addendum shall not exceed \$\_\_\_\_\_ and any additional costs must be first approved in writing by the County.

### 3.2 Discounts

Any discounted rates set forth or referenced in a Pricing Schedule are the only discounted rates applicable to the Services and will be applied to the Services in the manner and to the extent specified in the Tariffs, Guidebooks, Catalogs, or the AT&T Indiana Retail Service Guide.

## CONFIDENTIAL INFORMATION

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AT&T Addendum No. \_\_\_\_ to Master Agreement  
Individual Case Basis Terms & Conditions For State Local Exchange Carrier Telco Services

**3.3 Promotions/Credits/Waivers**

Customer is eligible only for promotions, credits or waivers identified in the applicable Pricing Schedule. Unless otherwise stated in this Addendum or the applicable Pricing Schedule, any additional promotions, credits or waivers set out in the Tariffs, Guidebooks, Catalogs, or the AT&T Indiana Retail Service Guide will not apply.

**3.4 Charges**

For Services provided under a custom pricing plan, Customer shall pay the non-recurring charge and/or monthly rate which shall commence upon Cutover as listed in the applicable Pricing Schedule.

**4. TARIFF AND REGULATORY REGULATIONS**

Each Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariffs, Guidebooks, Catalogs, or the AT&T Indiana Retail Service Guide. This Addendum and each Pricing Schedule may be filed with the appropriate state commission. If approval is required and not obtained, then this Addendum and/or the applicable Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Services not received.

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**5. SERVICES AND JURISDICTION CERTIFICATION**

Customer acknowledges and certifies that the interstate traffic (including Internet traffic) constitutes ten percent (10%) or less of the total traffic on any non-switched circuit(s) purchased under any ICB Pricing Schedule associated with this Addendum. In California, Nevada, Illinois, Indiana, Michigan, Ohio and Wisconsin this clause is not applicable when AT&T DS1 or DS3 Service is used solely for the transport portion of AT&T local access ISDN Primary Rate Interface (PRI) service or AT&T Digital Transport Service-Enhanced channel(s).

**6. INSTALLATION AND CUTOVER**

Cutover of Service hereunder requires the installation of certain equipment and facilities on AT&T's side of the demarcation point. Customer shall be responsible for providing adequate space and power, as determined by AT&T, for equipment requirements at the designated locations. If Cutover is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure event as defined in the "Force Majeure" provision of the Agreement, AT&T shall have the right to extend Cutover for a reasonable period of time equal to at least the period of such delay and consequences.

If Customer cancels this Addendum or a Pricing Schedule the terms of the Agreement apply.

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All equipment, facilities and lines furnished by AT&T are the sole property of AT&T and are provided upon condition that they will be installed, relocated, removed, changed and maintained exclusively by AT&T as it deems appropriate in its sole discretion.

**7. SERVICE AND MAINTENANCE OBLIGATIONS**

AT&T represents to Customer that, for the Pricing Schedule Term, the applicable Services shall operate substantially and materially in accordance with the specifications in the Tariffs, Guidebooks, Catalogs, or the AT&T Indiana Retail Service Guide. If, under normal and proper use, the Service fails to perform substantially as specified above, and Customer notifies AT&T within the Term, AT&T shall correct such Service degradations or failures without charge to Customer, in accordance with the terms of this Addendum. Customer may report service and feature problems seven (7) days per week and twenty-four (24) hours per day. AT&T's repair obligation does not include damage, defects, malfunctions, service degradations or failures caused by Customer's or third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides AT&T with access on its side of the demarcation point to enable AT&T to perform maintenance or repair work.

**Deleted:** before the Service is Cutover for reasons not excused herein, Customer shall reimburse AT&T for all expenses incurred in processing the order and in installing the required equipment and facilities completed up to the date of cancellation as specified in the Tariffs, Guidebooks, Catalogs, or the AT&T Indiana Retail Service Guide.

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**CONFIDENTIAL INFORMATION**

Except with respect to Services provided in Ohio, this agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

**AT&T Addendum No. \_\_\_\_ to Master Agreement  
Individual Case Basis Terms & Conditions For State Local Exchange Carrier Telco Services**

In the event of a Service interruption, a credit allowance will be made for the affected portion of the Service to the extent specified by the Tariffs, Guidebooks, Catalogs, or the AT&T Indiana Retail Service Guide. No other liability shall attach to AT&T as a result of such interruption to Service.

Equipment and facilities furnished by AT&T on Customer's premises, or furnished on any other property, shall be returned to AT&T in good condition, reasonable wear and tear thereof excepted. In case of damage, loss or destruction of any of AT&T's equipment or facilities, and not due to the negligence of AT&T or to fire, storm or other like casualty, Customer shall pay to AT&T the lesser of the value of the equipment, facility or line damaged, lost or destroyed, or the cost of restoring it to its original condition, as the case may be, less ordinary wear and tear.

**8. Terms and Conditions only applicable to Pricing Schedules with custom priced Services in California. This Section 8 is intentionally deleted in its entirety.**

**9. Terms and Conditions only applicable to Pricing Schedules with custom priced Services in Ohio. If Customer is not purchasing Services in Ohio under an ICB Pricing Schedule under this Addendum, then this section does not apply to Customer.**

To the extent this Addendum relates to regulated Services provided in Ohio:

**9.1** Inclusion of termination liability in this Addendum or any Pricing Schedule does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability is approved or sanctioned. The Customer is free to pursue its legal remedies should a dispute arise.

**9.2** Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

**9.3** In Ohio, Customer is not precluded from disclosing the terms and conditions of the Master Agreement or this Addendum or any Ohio Pricing Schedule to another entity.

#### **10. ENTIRE AGREEMENT**

This Addendum (including Pricing Schedules and attachments), the Agreement, and the Tariff(s) are the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals or understandings, whether written or oral. This Addendum may not be modified except by a writing signed by both parties.

**End of Document**

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**Deleted: If Customer is not purchasing Services in California under an ICB Pricing Schedule under this Addendum, then this section does not apply to Customer.**

**8.1 Confidentiality.** Customer requests that its identity be kept confidential and not be publicly disclosed in connection with any required regulatory filings by AT&T or the California Public Utilities Commission (CPUC), unless required by law.

**8.2 IntraLATA Usage.** Customer's locations with average monthly inbound and outbound intraLATA usage volumes equal to or greater than 8000 minutes of use, are defined as High Volume Locations. All other Locations are defined as Low Volume Locations. AT&T California will provide a list of the High Volume Locations to Customer prior to the Effective Date of the Pricing Schedule. All new locations are assumed to be Low Volume Locations until AT&T California evaluates the actual usage volumes. The Locations List and all new locations shall be evaluated and updated on the anniversary date of this Pricing Schedule or as otherwise mutually agreed to insure that Locations are in the proper category.

**8.3 Direct Dialed Calling Card.** The Direct Dialed Calling Card "per message" service and pay phone charges set forth in AT&T California's Tariff Schedule D 11 shall also apply. Calling card calls that originate outside of AT&T California's franchise territory or are operator assisted are not included in this Addendum and such calls will be billed at the prevailing tariff price.

**8.4 The IntraLATA Local Toll and Direct Dial Local (Zone) 3 Service** provided under the Pricing Schedule shall be billed in initial increments of eighteen seconds and subsequent increments of one second. Direct Dial Local and Zone Usage Measurement Service (Zone 1 and 2) provided under the Pricing Schedule shall be billed in increments of ... [29]

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#### **CONFIDENTIAL INFORMATION**

*Except with respect to Services provided in Ohio, this agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.*

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or , in the case of Indiana, the AT&T Indiana Retail Service Guide, and *notwithstanding the order of precedence set forth in the Master Agreement*, the governing order of precedence shall be (1) the ICB Pricing Schedule (2) this Addendum, (3) the applicable Tariff, Guidebook, Catalog, or the AT&T Indiana Retail Service Guide, and (4) the Agreement, except in Connecticut where the order of precedence shall be 1) the ICB tariffs, 2) the ICB Pricing Schedule, 3) this Addendum; 4) the Agreement. *check*

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If Customer is not purchasing Services in California under an ICB Pricing Schedule under this Addendum, then this section does not apply to Customer.

8.1 Confidentiality. Customer requests that its identity be kept confidential and not be publicly disclosed in connection with any required regulatory filings by AT&T or the California Public Utilities Commission (CPUC), unless required by law.

8.2 IntraLATA Usage. Customer's locations with average monthly inbound and outbound intraLATA usage volumes equal to or greater than 8000 minutes of use, are defined as High Volume Locations. All other Locations are defined as Low Volume Locations. AT&T California will provide a list of the High Volume Locations to Customer prior to the Effective Date of the Pricing Schedule. All new locations are assumed to be Low Volume Locations until AT&T California evaluates the actual usage volumes. The Locations List and all new locations shall be evaluated and updated on the anniversary date of this Pricing Schedule or as otherwise mutually agreed to insure that Locations are in the proper category.

8.3 Direct Dialed Calling Card. The Direct Dialed Calling Card "per message" service and pay phone charges set forth in AT&T California's Tariff Schedule D.11 shall also apply. Calling card calls that originate outside of AT&T California's franchise territory or are operator assisted are not included in this Addendum and such calls will be billed at the prevailing tariff price.

8.4 The IntraLATA Local Toll and Direct Dial Local (Zone) 3 Service provided under the Pricing Schedule shall be billed in initial increments of eighteen seconds and subsequent increments of one second. Direct Dial Local and Zone Usage Measurement Service (Zone 1 and 2) provided under the Pricing Schedule shall be billed in increments of one minute. Custom 8 service shall be billed in 1/100th of an hour increments. Customer will be charged the prevailing monthly recurring charge associated with a Regular Business Line and a Dedicated Access Line, and the nonrecurring installation charges for both a Regular Business Line and a Dedicated Access Line, in accordance with the prevailing Custom 8 tariff.

8.5 Customer must maintain a minimum annual average message (call) length of one minute for the following California Services provided hereunder: IntraLATA Toll, Direct Dialed Calling Card and/or IntraLATA Local Toll and Direct Dial Local (Zone) 3 Service. If Customer fails to maintain an annual one minute average call length for any of the Services, Customer will be charged the difference between the price(s) for the actual call length average and the price(s) for the one minute average. The discount prices will take effect within fifteen days of the Commencement Date of the Pricing Schedule, except that the discount price for billed telephone numbers ("BTNs") installed in the forty-five day period prior to the Commencement Date or anytime thereafter will take effect on the next bill round date after the Commencement Date.

8.6 Unless otherwise stated in the Pricing Schedule, the prices set forth in the Pricing Schedules do not include applicable Federal Access End User Common Line Charges, local number portability charges, CPUC or FCC mandated surcharges or applicable taxes, toll usage, directory listings or other miscellaneous Tariff charges. Applicable Federal Access End User Common Line Charges, local number portability charges, tariff prices, surcharges and taxes will be billed on a monthly basis. AT&T California's Tariff Schedule Cal. P.U.C. No. A2.1.33, surcharges/surcredits, are not applicable to the prices set forth in the Pricing Schedules.

8.7 Except if specified in a Pricing Schedule, the Services set forth in the Pricing Schedules do not include intrabuilding network cable, Simple Inside Wire, repair services for such cable and wire, wiring associated with Customer-provided terminal equipment, Off-premises station mileage, or usage associated with Foreign Exchange Service, Data Lines, or Tie Lines.

8.8 Customer acknowledges and warrants that it lacks requisite regulatory authority such as Certificates of Public Convenience and Necessity ("CPCN") or other like authorization to resell services, and Customer is prohibited from reselling the Service provided pursuant to this Schedule to any other customers. However, Customer may make the Services provided hereunder available to its own subsidiaries or to legally affiliated entities. If Customer obtains regulatory authority to resell services and attempts to resell the Services provided hereunder, AT&T may, on ten days written notice, terminate any Schedule or portion of a Schedule for regulated local exchange telco Services in California.



## Multi-Service AT&amp;T Addendum to SBC Master Agreement

AT&amp;T MA Reference No.

<b>CUSTOMER ("Customer")</b>	<b>AT&amp;T Corp. ("AT&amp;T")</b>	<b>AT&amp;T Sales Contact Name</b> <input checked="" type="checkbox"/> Primary Contact
County of <u>Summit</u>	AT&T Corp. (If International, insert AT&T Legal Entity Signing Name)	Name <u>Jerry Jannazo</u>
<b>CUSTOMER Address</b>	<b>AT&amp;T Address and Contact</b>	<b>AT&amp;T Sales Contact Information</b>
Street Address <u>175 S. Main St., 8th Floor</u> City <u>Akron</u> State / Province <u>OH</u> Country <u>USA</u> Domestic / International / Zip Code <u>44308</u>	One AT&T Way Bedminster, New Jersey 07921-0752  Attn: Master Agreement Support Team  Email <u>mas@att.com</u>	Street Address <u>208 Portage Trail</u> City <u>Cuyahoga Falls</u> State / Province <u>OH</u> Country <u>USA</u> Domestic / International / Zip Code <u>44221</u> Fax <u>330-926-3160</u> Email <u>j8656@att.com</u> Sales/Branch Manager <u>Jenna Streicher</u> SCVP Name <u>Ron hoots</u>
<b>CUSTOMER Contact</b>	<b>AT&amp;T Address and Contact (if signing entity other than AT&amp;T Corp.)</b>	<b>AT&amp;T Authorized Agent Information (if applicable)</b> <input type="checkbox"/> Primary Contact
Name <u>Fred Farina</u> Title <u>Deputy Director Admin. Svcs.</u> Telephone <u>330-643-2088</u> Fax <u>330-643-2507</u> Email <u>ffarina@summitoh.net</u>	Name Title Telephone Street Address City State / Province Country Domestic / International / Zip Code	Name Company Name Agent Address City State / Province Country Domestic / International / Zip Code Telephone Fax Email Agent Code
<b>CUSTOMER Billing Address</b>		
Street Address City State / Province Country Domestic / International / Zip Code:		

This Multi-Service AT&T Addendum to the Master Agreement (this "Addendum") and Pricing Schedule (and any Pricing Schedule subsequently executed by the parties that references this Addendum) form an Addendum to that certain Master Agreement, dated [Enter date of last signature on Master Agreement], between the parties thereto (the "Master Agreement"). This Addendum consists of the attached Terms and Conditions and of the rates, terms and conditions set forth in the AT&T Service Guide located at <http://new.serviceguide.att.com>, <http://www.serviceguide.att.com/ABS/ext>, <http://www.att.com/abs/serviceguide>, or in the AT&T Acceptable Use Policy located at [www.att.com/aup](http://www.att.com/aup), and in the AT&T Business Communications Service Agreement located at <http://www.business.att.com/agreement/>, each as amended from time to time. To the extent of any conflict between this Addendum and the SBC Master Agreement, the Master Agreement, shall take precedence. In addition, any Addendum to the "Comprehensive Service Order Attachment" or to the "AT&T Master Agreement" that references this Addendum shall be deemed to be an Amendment to the attached Terms and Conditions. NEED TO CLARIFY WHAT IS THE AT&T MASTER AND SBC MASTER.

AGREED:  
CUSTOMERBy: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED:  
AT&TBy: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

*Addendum will  
take  
precedence*

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**Contract Prices, Taxes and Surcharges:** Unless otherwise stated in a Pricing Schedule, other than for VoIP and resold local exchange service the rates and charges stated in the Pricing Schedule are stabilized for the term of the Pricing Schedule (the "Term"), but do not include taxes and regulatory charges which are not stabilized. You are responsible for all applicable taxes and regulatory surcharges. Regulatory surcharges, including but not limited to UCC, USF, PICC and payphone charges, are specified in the AT&T Service Guide. Upon expiration of the Term and subject to any notice periods set forth in the Service Guide and to any applicable minimum payment or retention periods, the Services will continue on a month-to-month basis during which AT&T may modify the rates, charges, terms and conditions applicable to the Service covered by such Pricing Schedule on thirty (30) days' prior notice and as set forth in the Master Agreement.

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**Payment and Deposits:** You authorize AT&T to investigate your credit history at any time and to share credit information about you with credit reporting agencies. *If annual MARC-Eligible recurring and usage charges (after discounts and credits) do not equal or exceed the MARC in Your Pricing Schedule, You will be billed an amount equal to the unsatisfied MARC for the contract year.*

**Termination and Termination Charges:** *If a Pricing Schedule is terminated by You for convenience or by AT&T for cause before the end of the Term, You will be billed an early termination charge of 50% of the unsatisfied MARC remaining in the Term.*

*The Term and Termination provisions of the Master Agreement shall also apply.*

**Equipment:** AT&T shall retain all right, title or interest in AT&T equipment and no ownership rights in AT&T equipment shall transfer to You. You must provide electric power and a suitable and secure environment free from environmental hazards for AT&T equipment, and You shall keep the AT&T equipment free from all liens, charges, and encumbrances. AT&T equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment without prior written authorization from AT&T. If You do not accept the Purchased Equipment, the Purchased Equipment must be returned to the manufacturer. AT&T will obtain from the manufacturer and forward to You a Return Material Authorization. AT&T retains a purchase money security interest in all Purchased Equipment until You pay for it in full.

*The Warranties provision of the Master Agreement shall apply.*

Deleted: If a Service Component is terminated during its minimum retention period, You must pay any associated credits, waivers or unpaid amortized charges. If a Service Component is terminated during its minimum payment period, You must pay the applicable amount of the monthly charge multiplied by the months remaining in the period.

**Entire Agreement:** THIS ADDENDUM, THE MASTER AGREEMENT, THE AT&T SERVICE GUIDE, THE AT&T ACCEPTABLE USE POLICY AND THE AT&T BUSINESS COMMUNICATIONS SERVICE AGREEMENT ~~(DOCUMENTS ARE NOT ATTACHED)~~ CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS ADDENDUM. THIS ADDENDUM SUPERSEDES ALL PRIOR PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES. THIS ADDENDUM SHALL NOT BE MODIFIED OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR YOUR PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS ADDENDUM.

Deleted: You appoint AT&T as Your agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T will pass through to you any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

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## EXHIBIT

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## MASTER AGREEMENT

Customer	AT&T
County of Summit 175 S. Main St. - 8 <sup>th</sup> Floor Akron, OH 44308 Country: USA	AT&T Corp. or enter the International Affiliate Name <input type="checkbox"/> One AT&T Way, Bedminster, NJ 07921 <input type="checkbox"/> 2600 Camino Ramon, San Ramon, CA 94583 <input checked="" type="checkbox"/> 225 W. Randolph Street, Chicago, IL 60606 <input type="checkbox"/> One AT&T Plaza, Dallas, TX 75202 <input type="checkbox"/> 310 Orange Street, New Haven, CT 06510 <input type="checkbox"/> 2180 Lake Blvd., 7th Floor, Atlanta, GA 30319 <input type="checkbox"/> International Affiliate Address
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Richard Dobbins Title: Director Law Department Street Address: 175 S. Main St. - 8 <sup>th</sup> Floor City: Akron State/Province: Ohio Zip Code: 44308 Country: Telephone: (330) 643-2510 Fax: 330-643-2507 Email:	Street Address: 208 Portage Trail City: Cuyahoga Falls State/Province: Ohio Zip Code: 44221 Country: USA Attn: AT&T Account Team for County of Summit With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T, and continues in effect as long as Services are provided under this Master Agreement.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under Pricing Schedules attached to or referencing this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. AT&T standard service offerings are described in Tariffs, Guidebooks, Catalogs, Service Guides and other documents identified in this Master Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)

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AT&amp;T and Customer Confidential Information

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By:	By:
Name: Russell M. Pry	Name:
Title: Executive	Title:
Date:	Date:

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AT&T and Customer Confidential Information

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## 1. INTRODUCTION

1.1 **Overview of Documents.** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement"): [Each AT&T product or service purchased will be provided pursuant to a Pricing Schedule which will contain any service-specific terms and conditions. The other documents listed below may apply depending on the service (access to internet, etc.)]

(a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").

(b) **Tariffs, Guidebooks and Catalogs.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" or "Catalogs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs, Guidebooks and Catalogs may be found at [att.sbc.com/search/tariffs.jsp](http://att.sbc.com/search/tariffs.jsp), [serviceguide.att.com/ABS/ext/index.cfm](http://serviceguide.att.com/ABS/ext/index.cfm), [cpr.bellsouth.com/index2.html](http://cpr.bellsouth.com/index2.html) or other locations AT&T may designate.

(c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at [att.com/aup](http://att.com/aup), or other locations AT&T may designate.

(d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff, Guidebook or Catalog may be contained in a Service Guide, which may be found at [new.serviceguide.att.com](http://new.serviceguide.att.com), or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority (descending) of the documents that form this Agreement is: Pricing Schedules; this Master Agreement; Tariffs, Guidebooks and Catalogs; the AUP; and Service Guides. In the event of a conflict, the terms of the Master Agreement shall control.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Catalogs, Service Guides or the AUP (collectively "Service Publications") at any time as provided in Section 8.2.c. herein, and Customer is subject to legislative approval as required by County Ordinances. Please see section 8.2.c. This section gives the protection you need with respect to materially adverse changes.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule and only the County's Executive Office has the authority to execute such other contracts. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule. [Comment - I do not understand this last sentence. County can not agree to any contract unless both parties have signed it - required by County Ordinances.] [This deletion is acceptable, but only the County will be able to purchase under this agreement.]

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

## 2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

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

2.3 **Software.** Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

## 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network.

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Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

**3.2 Safe Working Environment.** Customer will ensure to the best of its ability and knowledge that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of, and AT&T will not bring to the site, Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials at the site which is not caused by AT&T.

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

**3.4 Internet Services.** If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

**3.5 Resale of Services.** Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

**4. PRICING AND BILLING [OPEN]** ~~Subject to Additional Addendums executed by both parties. [Not sure if the intent of this. A Pricing Schedule will be executed for any service purchased.]~~

**4.1 Pricing and Pricing Schedule Term Extension.** Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No discount, promotion, credit or waiver set forth in a Service Publication will apply unless specifically referenced in a Pricing Schedule. ~~Except to the extent prohibited by applicable law or regulation, or unless a Pricing Schedule states otherwise, upon expiration of a Pricing Schedule Term, the Pricing Schedule (and all applicable terms and conditions) shall automatically extend for successive month-to-month terms equal to the original Pricing Schedule Term (an "Extension Term") upon the prior written consent of the parties, unless notice is given not to extend a Pricing Schedule by either party not earlier than 180 days nor later than 60 days before the scheduled expiration of the applicable term, unless more notice is required by applicable law or regulation. County Ordinances require all County contracts have prior legislative approval (including the prior appropriation and certification of funds). The prices listed in the Pricing Schedule in effect immediately prior to the beginning of the Extension Term shall continue in effect throughout the Extension Term, and any MARC commitment in effect immediately prior to the Extension Term shall continue in effect throughout the Extension Term. Customer shall not be entitled to any one-time or up-front discount, promotion, credit, or waiver set forth in an original Pricing Schedule during an Extension Term. AT&T may modify prices that will be charged during an upcoming Extension Term by giving Customer notice not less than 120 days before the scheduled expiration of the then-current term, and Customer is subject to legislative approval as required by County Ordinances; otherwise, prices will not change during any Extension Term unless allowed elsewhere in this Agreement. If Customer gives notice not to extend a Pricing Schedule as prescribed herein, Customer will have the option to either (a) cease using the Service, or (b) continue using the Service on a month-to-month basis until terminated by either party on 30 days' notice. During the month-to-month extension period, the prices in the Pricing Schedule will automatically be increased to the then-current monthly extension rates (if any) specified in the applicable Service Publication or Pricing Schedule and Customer is subject to legislative approval as required by County Ordinances. During the month-to-month extension period, AT&T may modify rates, terms and conditions on 30 days' notice to Customer and Customer is subject to legislative approval as required by County Ordinances. Where a fiscal certificate is required by law, Customer shall provide it to AT&T and it shall be attached to and become a part of this Schedule.~~

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

**4.3 Billing.** Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer for the Services on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as

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provided in Section 4.2 – Additional Charges and Taxes), setoff (except as provided in Section 4.5 – Delayed Billing; Disputed Charges), or delay for any reason. At Customer's request, but subject to AT&T's consent (which may be withheld if there will be operational impediments or tax consequences), Customer may be invoiced separately and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer do not pay charges in accordance with this Agreement. AT&T may require Customer to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or Customer's Affiliates are ~~is not creditworthy.~~ ~~[Comment: the County does not have Affiliates.] [This deletion is acceptable.]~~

**4.4 Payments.** Payment is due within 30 days after the date ~~[of receipt]~~ of the invoice and must refer to the invoice number. ~~As an alternative to 30 days of receipt of invoice, we have offered 45 days after date of invoice; however, Customer has not agreed.~~ Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees (a) for Services contained in a Tariff, Guidebook or Catalog, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments. ~~[OPEN] [Comment: County can not agree to pay any costs that are not certified. See OAG Opinion 99-049 and 2005-07.] [County's Comment 04-25-08 - Prompt Payment laws in Ohio are not applicable; law only applies to medical services and materialmen/construction contracts. The County needs a minimum of 30 days to process payment. The approval process takes 30 days. If AT&T dates an invoice May 1, what assurances does the County have it will actually be mailed out to the County on May 1? It could sit on someone's desk for 2 weeks. When the invoice is received by the County, it takes 30 days to process payment. The County issues hundreds of checks. It involves a procedure where the funds must first be certified, approved and then the checks are processed at certain times. The procedure can not commence until there is an original invoice—that is required by law. I do not think the County is being unreasonable.]~~

**4.5 Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within the applicable Statute of Limitations, ~~otherwise, 6 months after the date of the affected invoice or~~ Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed. ~~Comment: The County was overcharged \$100,782.81 which was settled on 11-13-02 after the County filed a Complaint with the PUCO. AT&T's misrouting of calls occurred for more than 6 months. The County will not limit it's legal rights as provided by the Statute of Limitations. If AT&T requires this provision, then the County will request a hearing with the PUCO. [OPEN] Need further clarification because it is AT&T's understanding that the statute of limitations was added by County. [County's Comment 04-25-08 - as I explained during the conference call on 04-24-08, the County can not pay late fees because such fees are not appropriated as required by State law. If AT&T refuses to delete references to late fees, you have been put on notice that this provision is not enforceable and the County, by law, is not required to give you such notice.]~~

## 5. CONFIDENTIAL INFORMATION

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

**5.2 Obligations.** Except as otherwise required by applicable law, each party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to monitor Customer's transmissions in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent compelled by law, governmental authority or legal process (but only if such disclosure is limited to that which is compelled by such legal process and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law or legal process). This Agreement ~~may be~~ is subject to the Ohio Public Records Act pursuant to Ohio Revised Code §149.43 and all other applicable laws.

**5.3 Exceptions.** The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

**5.4 Privacy Laws.** Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services,

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Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

## 6. WARRANTY, DISCLAIMERS AND LIMITATIONS OF LIABILITY

**6.1 WARRANTIES.** (a) Equipment. ~~The Equipment will be provided to Customer on an "As Is" basis meaning AT&T will not provide warranties for equipment not manufactured. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) for equipment not manufactured by AT&T. (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCOMFORMITY IN ANY EQUIPMENT NOT MANUFACTURED BY AT&T OR ANY OF THE SERVICES EXCEPT FOR REPAIRING SUCH EQUIPMENT IF CAUSED BY AT&T. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer or licensor. (b) Manufacturer's Warranty: Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer and assist Customer with obtaining any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.~~

### WORKMANSHIP; WARRANTY

~~(a) The provision of AT&T Services and any deliverables under this Agreement shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in attachments including the Statement of Work, SOW. AT&T AND ITS AFFILIATES, SUBCONTRACTORS AND AGENTS SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND, EXCEPT FOR THE FIRST SENTENCE IN THIS SECTION AND AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AT&T SERVICES.~~

~~(b) Services. The AT&T Services, as described in the attachments which may include the SOW/SCOW, Inventory schedule and payment terms, Bill of Material, Project Implementation Guide, Implementation Timeline or Certificate of Acceptance, are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (i) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (ii) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will promptly notify Customer, in writing, of such errors and omissions.~~

~~(c) All other AT&T Services not set forth in section (b) above which are set forth in a Tariff, Catalog, Service Guide, or Guidebook will operate in accordance with applicable Tariff, Catalog, Service Guide, or Guidebook.~~

~~(d) Each party will perform their obligations under this Agreement in compliance with all applicable laws.~~

~~6.12 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE CORRECTLY ROUTED OR COMPLETED (INCLUDING CALLS TO 911), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD-BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION. [Comment: County will request a hearing before the PUCO. What type of warranty is the County receiving that the equipment will function correctly?] [Warranty language has been added.]~~

### 6.23 Limitation of Liability.

~~(a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY~~

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CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.

(b) ~~SECTION 6.2(a) WILL NOT APPLY TO:~~

(i) ~~BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;~~

(ii) ~~BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);~~

(iii) ~~SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR~~

(iv) ~~DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.~~

(c) ~~NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.~~

**6.34 Disclaimer of Liability.** ~~AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); FAILURE TO CORRECTLY ROUTE OR COMPLETE CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.~~

**6.45 Application and Survival.** ~~The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.~~

**7.1 Indemnification.** ~~AT&T agrees to indemnify, defend and hold harmless the Customer and all of its employees and agents from any and all losses, liabilities, negligence, expenses, claims or damages caused or alleged to be caused by AT&T including AT&T's employees, agents, representatives or any other parties working on its behalf. This indemnification shall survive the termination of this Agreement. AT&T waives the protection of any Workers' Compensation laws with respect to claims for contributions or indemnification by the Customer. All references to the Customer providing indemnification are deleted in its entirety and are void and unenforceable.~~

**7.2 Customer's Employees.** ~~Customer is solely responsible for its employees and agents use of the equipment under this Agreement including how the information is utilized. AT&T has no responsibility and provides no direction or control over the Customer's employees and agents. No employee or agent of the parties shall be deemed an employee or agent of the other party. The Customer and AT&T shall be responsible for their own employees and agents.~~

## ~~7. THIRD PARTY CLAIMS~~

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

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parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

~~7.2 **Customer's Obligations.** To the extent permitted by law, Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and subject to appropriation to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services. [Comment: County can not agree to pay any costs that are not certified. See OAG Opinion 99-049 and 2005-07.] [Alternate language has been proposed.]~~

~~7.3 **Infringing Services.** Whenever a claim of infringement is asserted against AT&T, is liable under Section 7.1, then AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing. [Comment: County can not agree to pay any costs that are not certified. See OAG Opinion 99-049 and 2005-07.] [This section does not require the County to pay any costs.]~~

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

## 8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors or if Customer does not obtain legislative approval as required by County Ordinances. ~~or if Customer does not obtain legislative approval as required by County Ordinances. [AT&T has addressed this in section 4.1 above. A fiscal certificate will be required at the time of Pricing Schedule execution.]~~

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

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

(b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 – Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of written notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.

(c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, ~~given not later than 90 days after Customer first learns of the revision to the Service Publication.~~ However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).

(d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after written notice from AT&T, AT&T may suspend (and later terminate) or terminate the Service. If Services are provided over or access the Internet, AT&T may act immediately and without notice to suspend or terminate Service in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines (i) that it may be exposed to sanctions or prosecution; (ii) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T services or the Internet; or (iii) that continuation of the Services otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

(e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (Indemnification). (AT&T's Obligations).

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

**8.3 Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

#### **8.4 Effect of Termination.**

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

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for time and materials reasonably incurred prior to the effective date of termination and there are no Termination Charges. ~~plus any third party charges resulting from the termination, as reasonably documents by AT&T. [Comment: County can not agree to pay any costs that are not certified. See OAG Opinion 99-049 and 2005-07.] [AT&T must have the right to recover costs incurred as a result of termination. Additional language has been added.]~~

#### **8.5 Termination Charges.**

(a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach) or 8.2(c) (Materially Adverse Change), AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), or AT&T fails to comply with a material term, Customer will not be liable for the termination charges set forth in Section 8.5(b). If any termination charges are included in any pricing schedules or other agreements entered into between the parties, the agreement with the lesser amount of Termination Charges shall control in determining the total amount of Termination Charges.

(b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services) or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows: (i) if termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different ~~lesser~~ percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, ~~plus any waived or unpaid non-recurring charges identified in the Pricing Schedule, plus any charges incurred by AT&T from a third party (e.g., not an AT&T Affiliate) due to the termination as reasonably documented by AT&T,~~ all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.

(c) The charges set forth in Section 8.5(b)(i) will not apply if a terminated Service Component is replaced with an ~~upgraded Service Component at the same Site,~~ but only if (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component and (ii) the upgrade is not restricted in the applicable Service Publication.

### **9. IMPORT/EXPORT CONTROL**

This section has been intentionally deleted.

### **10. MISCELLANEOUS PROVISIONS**

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

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

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

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

10.5 **Assignment and Subcontracting.**

(a) This Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

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

(c) Any assignment other than as permitted by this Section 10.5 is void.

10.6 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.7 **Injunctive Relief.** Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

10.8 **Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner. ~~[This deletion is acceptable.]~~

10.9 **Governing Law.** This Agreement will be governed by the law of the State of Ohio, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. All litigation arising under this Agreement must be litigated in the Akron Municipal Court, the Summit County Court of Common Pleas or the Northern District of Ohio, Eastern division U.S. Federal Court, and AT&T permits itself to the jurisdiction and venue of those courts.

10.10 **Compliance with Laws.** Each party will comply with all applicable federal, state and local laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction. In the hiring of employees for the performance of work under the Agreement or any subcontract, no contractor, subcontractor or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in Section 4112.01 of the Ohio Revised Code, or color shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; no contractor, subcontractor or any person on contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the Agreement on account of race, creed, sex, disability or military status as defined in Section 4112.01 of the Ohio Revised Code, or color. (O.R.C. §153.59) AT&T certifies it does not maintain and it will not permit its employees from performing services at any segregated facilities.

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

10.12 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential

Information), Section 6 (Disclaimers and Limitations of Liability) and Section 7 (Third Party Claims), will survive termination or expiration.

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

10.14 **Entire Agreement.** This Master Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Master Agreement. Except as provided in Section 2.3 (Software), this Master Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Master Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Master Agreement. No agreement entered into between the parties shall revise or include additional terms to this Master Agreement, including but not limited to termination, termination charges, liabilities, warranties, disclaimers and limitation of liabilities and indemnification. Any revision or additional term in any agreement is void and unenforceable and only the terms of this Master Agreement shall control. This Master Agreement shall apply retroactively to all agreements currently in effect between the parties and apply to all agreements entered into as of after the effective date of this Master Agreement. If there is a conflict between this Master Agreement and any other agreement entered into between the parties, the terms of this Master Agreement shall apply.

10.15. **Drug Free Workplace.** AT&T will comply with all applicable Ohio laws regarding maintaining a drug free workplace. AT&T will make a good faith effort to ensure that all of its employees, while working on Customer property, do not possess and will not be under the influence of illegal drugs or alcohol or abuse prescription drugs.

10.16. **Insurance.** AT&T will maintain all applicable insurance coverage, including workers compensation insurance as required by applicable law.

10.17. **Reports and Records.** AT&T shall maintain and provide to the Customer upon reasonable demand, with no less than 30 days prior written notice from Customer, the following billing records and invoicing reports directly related to Customer's Account: billing and invoicing records adequate to enable Customer and/or the State of Ohio to audit and otherwise verify claims for reimbursement, and other billing records and invoicing reports as required by Customer to enable it to comply with local, state and federal statutes and regulations. The County shall have the right to audit which includes the right of the Customer's internal auditing department to access any proprietary software and hardware systems to audit and verify compliance including but not limited to generating system reports and summaries, verifying passwords and other security protections and verifying proper functioning. AT&T shall maintain all billing records related to this agreement and the administration of the program for three (3) years after Customer makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the billing records have commenced prior to the expiration of the three (3) year period, AT&T shall retain the billing records until completion of the action and all issues that arise from it or until the end of the three (3) year period, whichever is later.

10.18. **Unresolved Findings of Recovery and Compliance with Vendor Campaign Contribution Law.** Pursuant to Ohio Revised Code §9.24, AT&T represents and warrants that no unresolved findings of recovery have been issued against AT&T by the Auditor of the State of Ohio. If this is a contract for goods or services in excess of \$500 \$10,000, AT&T hereby certifies that to the best of its knowledge all persons identified in Ohio Revised Code sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code sections 3517.13(I)(1) and 3517.13(J)(1), respectively. [This change is acceptable, but AT&T would like to know if there was a change to this provision of the ORC.]

## 11. DEFINITIONS

The following terms have the meanings set forth below:

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

"**Cutover**" occurs (except as otherwise described herein or in an Addendum/Attachment/SOW (Statement of Work)) (a) for a Service when the Service is first provisioned or otherwise available for Customer's use at any single Site and Customer is notified.

"**Damages**" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

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

"**MARC-Eligible Charges**" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with

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governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

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

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

~~H:\ATT 04 ATT Co 04-08 Master Agmt County REDLINE dsb bim 04-11-08.doc~~

**AFFIDAVIT IN COMPLIANCE WITH**  
**SECTION 3517.13 OF THE OHIO REVISED CODE**

STATE OF OHIO )

) ss:

COUNTY OF SUMMIT )

Personally appeared before me the undersigned, as an individual or as a representative of for a contract for:

\_\_\_\_\_  
(Name of Entity)

\_\_\_\_\_  
(Type of

Product to be let by the County of Summit, or Service)

who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

I, \_\_\_\_\_ That none of the following has individually made within the previous twenty-four months and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the County of Summit Executive or his individual campaign committee:

- a. myself;
- b. any partner or owner of the partnership or other unincorporated business (if applicable);
- c. any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
- d. any administrator or executor of the estate (if applicable);
- e. any trustee of the trust (if applicable);
- f. any owner of more than 20% of the corporation or business trust (if applicable);

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- g. each spouse of any person identified in (a) through (f) of this section;
- h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;

2. That none of the following have collectively made within the previous twenty-four months, and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the County of Summit Executive or his individual campaign committee:

- a. myself;
- b. any partner or owner of the partnership or other unincorporated business (if applicable);
- c. any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
- d. any administrator or executor of the estate (if applicable);
- e. any trustee of the trust (if applicable);
- f. any owner of more than 20% of the corporation or business trust (if applicable);
- g. each spouse of any person identified in (a) through (f) of this section;
- h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
- i. any political action committee affiliated with the corporation, business trust, partnership or other unincorporated business, association, estate or trust identified in (a) through (f) of this section.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title:

Sworn to before me and subscribed in my presence this day of \_\_\_\_\_, 200

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires:

The requirements of Ohio Revised Code Section 3517.13 are only applicable to contributions made on or after April 4, 2007 (Section 631.05, Amended Substitute Ohio House Bill 119).



# COUNTY OF SUMMIT, OHIO

Russell M. Pry, Executive

Direct Dial: (330) 643-7794  
Fax Number: (330) 643-8718  
lmurphy@summitoh.net

175 S. Main Street • Akron, Ohio 44308-1308 • 330.643.2510 • fax: 330.643.2507 • www.co.summit.oh.us

June 12, 2008

Via U.S. Certified Mail #7005 1160 0005 2387 4081

Randall Stephenson  
Chief Executive Officer and President  
AT&T Inc.  
Whitacre Tower  
175 E. Houston Street  
P.O. Box 2933  
San Antonio, Texas 78299-2933



Re: County of Summit, Ohio

Dear Mr. Stephenson:

The County of Summit, Ohio provides AT&T, Inc. with over one million dollars in business each year.

Since May 16, 2007, the County has been unable to enter into a contract with AT&T, Inc. for an internet access line. For more than one year, AT&T, Inc. has been unwilling to provide the County with a contract that complies with Ohio law.

Please find enclose a copy of the contract that is acceptable to the County. This contract was not acceptable to your legal counsel, Beatrice James Moore.

If this matter is not resolved by June 25, 2008, the County will file a complaint with the Public Utilities Commission of Ohio. A copy of the Complaint is enclosed.

Sincerely,

Linda Murphy, Esq.  
Department of Law

Enclosure





## SUMMIT COUNTY, OHIO

Direct Dial: (330) 643-7794  
Fax Number: (330) 643-8718  
lmurphy@exec.summitoh.net

JAMES B. MCCARTHY, EXECUTIVE

July 12, 2002

Public Utilities Commission of Ohio  
Docketing Division  
180 E. Broad Street, 12th Floor  
Columbus, Ohio 43215

**Re: Filing of Formal Complaint Against Ameritech**

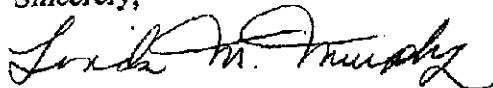
To Whom It May Concern:

Please find enclosed a Formal Complaint as referenced above. An informal complaint was filed with Bruce Wimbish of your office in January, 2002. The parties were unable to resolve the dispute.

Enclosed are the following documents:

- (1) Formal Complaint Form
- (2) Additional Information Form
- (3) Exhibit A Letter to Ameritech from Summit County, September 21, 2001  
(Informs Ameritech misrouting of local calls to the long distance carrier is still occurring as of September 2001 despite Ameritech's claim it was corrected as of May, 2001.)
- (4) Exhibit B Sample Long Distance Invoice from Easton Detailing Misrouted Local Telephone Calls
- (5) Exhibit C(1) Ameritech Website, September 10, 2001
- (6) Exhibit C(2) Ameritech Website, September 26, 2000
- (7) Exhibit C(3) Ameritech Phone Directory Page, 1996
- (8) Exhibit D Tariff, Part 5, Section 1, 1st Revised Sheet No. 80
- (9) Exhibit E Correspondence between Ameritech and Summit County  
(Summit County's attempt to resolve dispute.)
- (10) Exhibit F North American Numbering Plan Administration List of Exchanges and Owners
- (11) Exhibit G Contracts entered into between Ameritech and Summit County, dated July 28, 1992 and January 31, 2000
- (12) Exhibit H Damage Calculations  
Summit County is owed \$194,323.48.

Sincerely,



Linda M. Murphy, Esq.  
Department of Law

OFFICE OF EXECUTIVE

175 S. MAIN STREET • AKRON, OHIO 44308-1308

330.643.2510 • FAX: 330.643.2507

Home of the All-American  
Soap Box Derby

Enclosure

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of Summit  
County,

Complainant,

v.

Ameritech Ohio,

Respondent.

Case No. 02-1790-TP-CSS

ENTRY

The Commission finds:

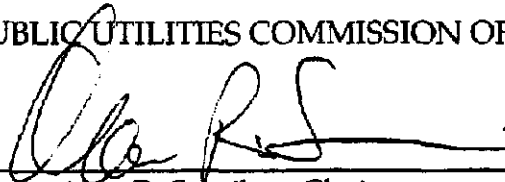
- (1) On July 17, 2002, Summit County filed a complaint alleging that Ameritech Ohio (Ameritech) misrouted Summit County's local calls to its long distance carrier causing Summit County to incur long distance charges. Ameritech filed an answer denying the material allegations of the complaint.
- (2) On August 14, 2002, a settlement conference was held; however, the parties were unable to resolve this matter. Thereafter, a hearing in this matter was scheduled for November 18, 2002.
- (3) On November 14, 2002, Summit County filed a letter indicating that this matter had been settled. As the parties have resolved this matter, the complaint should be dismissed and this case should be closed of record.

It is, therefore,

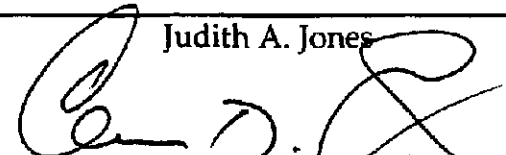
ORDERED, That the complaint be dismissed and this case be closed of record. It is,  
further,

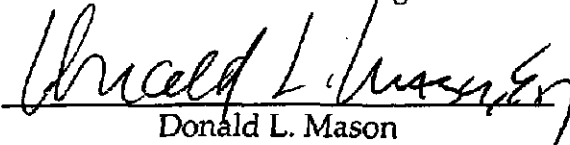
ORDERED, That a copy of this entry be served upon all parties of record.

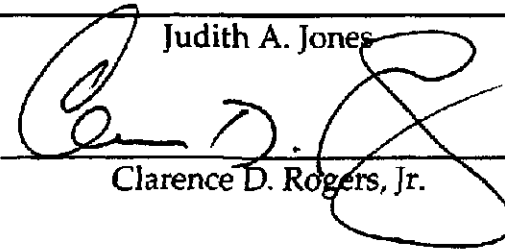
THE PUBLIC UTILITIES COMMISSION OF OHIO

  
Alan R. Schriber, Chairman

  
Ronda Hartman Fergus

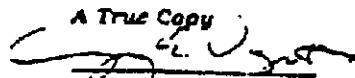
  
Judith A. Jones

  
Donald L. Mason

  
Clarence D. Rogers, Jr.

SEF;geb

Entered in the Journal  
NOV 26 2002

A True Copy  
  
Gary E. Vigorito  
Secretary



## OVERPAYMENT (137 JOURNAL CODE)

Name: SUMMIT COUNTY OF  
Address: 175 S MAIN ST  
AKRON OH  
44308

Date: 11-08-02  
SB  
Telephone: (330) 643-2500 304

RECEIVED  
02 NOV 12 PM 1:15  
COUNTY EXECUTIVE

TOTAL CHECK AMOUNT: \$100,782.81

Paying Company - Ameritech - Ohio Bell


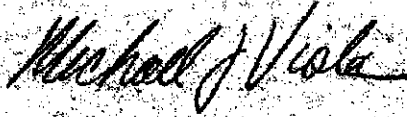
Please cash within 30 days

Check Number 7800698625

## Message Area

← DETACH CHECK ALONG THIS PERFORATION →

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND VIOLET ARE PRESENT.

		SBC Communications Inc. and Participating Companies		Chase Bank USA Wilmington, DE	02-26 011	0595-09	NO. 7800698625
Ameritech - Ohio Bell		AOH		Date 11-08-02			
To the order of				Valid 180 days from draft date.			
SUMMIT COUNTY OF				Pay this amount			
175 S MAIN ST				\$*****100,782.81*			
AKRON OH							
44308							

⑈7800698625⑈ ⑆031100267⑆ 6301505958 509⑈

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

Treasury  
P.O. Box 78339  
St. Louis, MO 63178



SBC Communications Inc.  
and Participating Companies

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
ST. LOUIS, MO  
PERMIT 2724

SUMMIT COUNTY, OHIO

EXHIBIT

G

Direct Dial: (330) 643-7794  
Fax Number: (330) 643-8718  
lmurphy@summitoh.net

JAMES B. MCCARTHY, EXECUTIVE

July 13, 2005

Via Fax: (614) 224-5906

Diana Pulsinelli

SBC

150 E. Gay Street, Floor 12B

Columbus, Ohio 43215

**Re: Summit County Sheriff's Office Master Agreement and Voice Product Addendum**

Dear Ms. Pulsinelli:

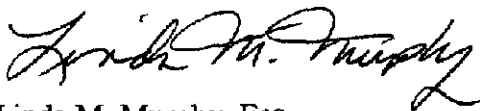
Please find attached the document sent to Steven Craft on May 9, 2005.

Mr. Craft has not returned phone calls left for him on May 9<sup>th</sup>, May 16<sup>th</sup>, June 13<sup>th</sup>, June 14<sup>th</sup>, June 15<sup>th</sup>, June 16<sup>th</sup>, June 20<sup>th</sup>, June 27<sup>th</sup>, June 28<sup>th</sup> and July 13<sup>th</sup>.

SBC's collection department is now contacting the County.

If I do not receive a response from you by Friday, July 15<sup>th</sup>, I will file a complaint with the Ohio Public Utilities Commission concerning this matter.

Sincerely,



Linda M. Murphy, Esq.

Department of Law

Enclosure (Original)

cc: Pam Murray, Sheriff's Office (Original)  
Executive Office File (Original)

OFFICE OF EXECUTIVE

175 S. MAIN STREET • AKRON, OHIO 44308-1308

330.643.2510 • FAX: 330.643.2507

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# SUMMIT COUNTY, OHIO

Direct Dial: (330) 643-7794  
Fax Number: (330) 643-8718  
lmurphy@summitoh.net

JAMES B. MCCARTHY, EXECUTIVE

May 9, 2005

Via Fax: (614) 224-5906  
and U.S. First Class Mail

Steven Craft  
SBC  
150 E. Gay Street, Floor 12B  
Columbus, Ohio 43215

Re: Summit County Sheriff's Office Master Agreement and Voice Product Addendum

Dear Mr. Craft:

Attached are the revisions which the County of Summit ("County") will require in order to sign the Agreement.

The County must have all funds appropriated and approved by County Council. The County can not agree to contract terms that include additional costs including indemnification provisions. The County is prohibited from incurring such costs pursuant to Ohio Attorney General Opinion Numbers 99-049 and 2005-07.

In addition, the County can not agree to pay your company \$1,086.09 per month and be expected to pay your employees travel costs and living expenses. The County does not pay such expenses under any contract. The County will also not pay for diagnosing excepted problems since that is the purpose of having a maintenance agreement.

Please have someone contact me concerning this matter.

Sincerely,



Linda M. Murphy, Esq.  
Department of Law

Enclosure

OFFICE OF EXECUTIVE

175 S. MAIN STREET • AKRON, OHIO 44308-1308

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SBC  
P. O. Box 7215  
Indianapolis, IN 46207

Please send remittance to:  
SBC  
PO. BOX 1838  
Saginaw, MI. 48605-1838

300145 257794 0000088 186 0

Date: 07/05/2005

Account Number: 700 00010002

Summit County Sheriffs Of(oh)  
175 South Main  
7th Floor  
Akron, OH 44308



### Billing Statement

This statement reflects open invoices for the account listed above. Statements are sent to all accounts with more than one open invoice, credit balances or any invoices greater than 45 days old. Payments mailed close to the above statement date may not be reflected. Please feel free to contact our Collection Office for any questions or concerns. We value you as a customer and appreciate your business.

Collection Office (general questions and payment arrangements) 888-299-0124

X Lavelle McFadden  
33064 7/13/05 AM

The following invoice(s) are more than 45 days old. Each of the invoice(s) is now past due and payment is expected within 14 days.

Invoice Number	Invoice Date	P.O. Number	Due Date	Days Past Due	Amount
OH312025	05/11/2005	70005410	06/10/2005	25	\$13,033.08
Total amount 45 Days Old					\$13,033.08

Total Open Invoice(s)

\$13,033.08

Linda, 7/13/05  
Do you know Status of SBC Contract. Last  
we spoke. you requested changes to the contract that they  
had to make! (Reg # 0502615)  
Passed BOC April 27th.

Between Brad Whitfield and my self we have call many times.  
5/9/05, 5/16/05, 6/13, 6/14, 6/15, 6/16, 6/20, 6/27, 6/28, 7/13/05  
we have been calling Steve Kraft. @ (614) - 223-5038. He has not  
Returned our phone calls. (Linda)

7/13/05 today I called the Collection Dept. spoke with several people  
Hoping they can get the contract people working on contract! P.M.

Help!!



March 9, 2005

Summit County Sheriffs  
53 University Avenue  
Akron, Oh 44308  
Attn: Sgt. Brad Whitfield

RE: Maintenance Contract Addendum

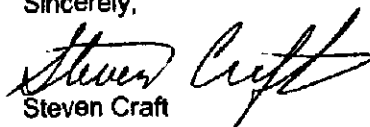
Dear: Sgt. Whitfield

Enclosed you will find three signed originals of a Master Agreement, and, a one year Complete 24x7 Maintenance Voice Product Addendum to Master Agreement and Voice Product Addendum Attachment Description of Equipment/Services for your 911 telephone equipment. Upon your signature of both documents, please return one signed original and attachment to my attention for counter signature and processing to the following address.

Mail to: SBC  
150 E Gay Street, Floor 12B  
Columbus, Oh 43215  
Attn: Steve Craft

I can be reached on (614) 223-5038 to discuss the maintenance contract and/or addendum further.

Sincerely,

  
Steven Craft

Associate Maintenance Contract Manager

ENCL

Fax:

4/19/05  
Per Brad Whitfield He  
Reviewed contract. OK/P.M.  
Do PO for 4/27/05 sig List  
4/20/05 Spoke w/Scarlett  
SBC only company He would  
Use! He suggests Best  
Practical only company  
locally with Resources  
Fix in a timely manner  
Akron also as does  
16 other County 911  
Areas!



**Murphy, Linda**

**From:** ROZDILSKY, JANE M (AIT) [mr6964@sbc.com]  
**Sent:** Wednesday, September 28, 2005 4:09 PM  
**To:** Murphy, Linda  
**Subject:** RE: REVISED SUMMIT ADDENDUM

Linda,

I understand that Phil Ross has talked with you about this and is having Diana send out the signed contract to your attention today. I'll follow up in a few days to be sure that you received it.

Jane

-----Original Message-----

**From:** Murphy, Linda [mailto:lmurphy@summitoh.net]  
**Sent:** Wednesday, September 28, 2005 11:47 AM  
**To:** ROZDILSKY, JANE M (AIT)  
**Subject:** FW: REVISED SUMMIT ADDENDUM  
**Importance:** High

Jane,

Below is the message I referred to in our earlier conversation.

Thank you.

Linda Murphy, Esq.  
 County of Summit Executive's Office  
 175 S. Main Street, 8th Floor  
 Akron, Ohio 44308

Phone: (330) 643-7794  
 Fax: (330) 643-8718

---

**From:** Murphy, Linda  
**Sent:** Wednesday, September 14, 2005 2:26 PM  
**To:** 'PULSINELLI, DIANA K (SBC-OPS)'  
**Cc:** KOPYSTYNSKY, ANDY (AIT); LEWIS, RANDY M (AIT)  
**Subject:** RE: REVISED SUMMIT ADDENDUM  
**Importance:** High

I have not received the signed contract.

I will be sending this message on to the Public Utility Commission.

There is something wrong when your company can not even mail a signed document, expects me to follow up with your employees and your collection department keeps calling the County.

By law, the County can not release funds without a signed contract.

Linda Murphy, Esq.  
 County of Summit Executive's Office  
 175 S. Main Street, 8th Floor  
 Akron, Ohio 44308

Phone: (330) 643-7794  
 Fax: (330) 643-8718

9/30/2005

**From:** PULSINELLI, DIANA K (SBC-OPS) [mailto:dp3158@sbc.com]  
**Sent:** Wednesday, September 07, 2005 9:22 AM  
**To:** Murphy, Linda  
**Cc:** KOPYSTYNSKY, ANDY (AIT); LEWIS, RANDY M (AIT)  
**Subject:** RE: REVISED SUMMIT ADDENDUM

Linda,

Per our procedures, I signed the documents and forwarded them to Andy Kopystynsky, the Solutions Consultant, for distribution. I believe I even included extra copies, so Andy could forward to Summit County. You might check with Andy and ask him why he has not distributed your copy to you.

*Diana*  
*Diana Pulsinelli, Manager - Ohio*  
*Office (614) 223-4841*  
*FAX (614) 224-5906*

sbcmaintenancecontractmanagement >>

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-----Original Message-----

**From:** Murphy, Linda [mailto:lmurphy@summitoh.net]  
**Sent:** Tuesday, September 06, 2005 1:54 PM  
**To:** PULSINELLI, DIANA K (SBC-OPS)  
**Cc:** KOPYSTYNSKY, ANDY (AIT); LEWIS, RANDY M (AIT)  
**Subject:** RE: REVISED SUMMIT ADDENDUM  
**Importance:** High

Diana,  
I have not received the executed agreement.

It was finalized on August 5<sup>th</sup>.

It is now more than a month later and your collection department keeps calling the County.

What is the problem?

Linda Murphy, Esq.  
County of Summit Executive's Office  
175 S. Main Street, 8th Floor  
Akron, Ohio 44308

Phone: (330) 643-7794  
Fax: (330) 643-8718

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150 East Gay Street  
Room 12B  
Columbus, OH 43215

September 28, 2005

Linda Murphy, Esq.  
County of Summit Executive's Office  
175 South Main Street  
Floor 8  
Akron, OH 44308

RE: Maintenance Contract Master Agreement and Voice Product Addendum  
70005410

Dear Linda,

Enclosed please find two signed originals of the Master Agreement and the one-year Complete Maintenance Voice Product Addendum to Master Agreement 70005410 and Voice Product Addendum Attachment Description of Equipment/Services for Summit County Sheriff Positron E9-1-1 and Norstar equipment. Please be sure to check the ACCEPT box and Initial. Upon signature of both sets of both documents, please return one set of fully executed signed originals to my attention at the following address:

**Mail to:** SBC  
150 East Gay Street  
Room 12B  
Columbus, OH 43215

Sincerely,

A handwritten signature in cursive script that reads "Diana Pulsinelli".

Diana Pulsinelli  
Manager - Maintenance Contracts Management

cc Andy Kopystynsky

Encl

# BUSINESS

MONDAY, APRIL 14, 2008 | SECTION E

EXHIBIT

H

THE PLAIN DEALER

## MONEY MATTERS

### There's a bit of a disconnect between me and AT&T



Teresa Dixon  
Murray

**A:** We usually use this space to talk about your problems and questions. But my boss thinks my latest problem is a riot.

Maybe because it's me, or because it took three months to resolve, or because of all of the times he heard me raise my voice.

So here, for your entertainment, is the tale of How AT&T Disconnected My Home Phone Line (and Took Months to Sort Out the Mess).

This started Dec. 10, back when there were still 12 people campaigning for president.

On that fateful Monday morning, my phone had no dial tone and its display told me, "Line in Use." I figured one of my sons left one of our 13 phones off the hook. Don't ask why we have 13 phones. We just do.

It took us until Tuesday to find all of the phones and check all the handsets and wall connections to make sure none caused the problem. I called AT&T's automated trouble line that night.

Early the next afternoon, I called to check the status of the repair. Brian said the repair would be done by 8 p.m., even though AT&T hadn't yet started the diagnosis.

Boy, they're talented, I thought to myself.

Then AT&T employee Linda Joy called me at work at 5:30 p.m. She said the repair would be completed by Thursday. She said the problem was "lost facilities."

What does that mean, I asked? What are my "facilities" and where did they go? Her explanation made no sense, but she said she couldn't rule out vandalism.

My phone service started working again Thursday morning. Linda called me at work at noon. She said everything should be fine and said something about my phone getting mixed up in a party line, meaning my line was crossed with another home's line. That's why the phone display said the line was "in use."

OK. Whatever.

I called the billing department to get credit for the three days I went without phone service. They didn't want to credit me. I was told I had requested my service to be disconnected. Say what?

Turns out, Linda ordered the disconnection because it apparently was easier for AT&T to disconnect and start new service than fix the problem.

### Old and new bills arrive

The week after Christmas is when things really got confusing. I received two monthly bills — one for my "old" phone line and one for the "new" one. I even had a new account number, meaning the on-line payment I had made through my bank the week before wasn't being credited to the correct account.

A very nice AT&T employee, Joe, told me it was a miracle that I wasn't given a brand new phone number.

A week before, I had received an automated phone message asking me to complete a customer satisfaction survey. How's that for an oxymoron? A computer was asking me to rate my satisfaction with various aspects of the company on a 1 to 5 scale.

In just about every case, I gave AT&T the worst possible score. I even blamed it for the cold weather, my dad's back problems and the fact that my Christmas shopping wasn't done.

My survey responses, not surprisingly, prompted a phone call from Lani, a Midwest customer service specialist. I thanked her for calling and we had a pleasant conversation. I told her I primarily wanted to know what had gone wrong with my service — was it vandalism or something else? Was it just my phone line or others in the neighborhood, too? And what exactly are "lost facilities?" She promised to call back after the holidays.

### The installation charge

I didn't hear from Lani. But I did get a phone bill that included a \$24.26 installation charge.

A charge to reconnect the service they disconnected in error? I immediately called AT&T's billing department. Brenda deleted the charge.

I still hadn't lost my cool. Until Jan. 7.

With the holidays over, I was staring at two phone bills from AT&T. I'm pretty sharp when I've had enough coffee, but I couldn't figure these bills out.

SEE MURRAY | E

# MURRAY

FROM EI

## Consumer tribulations hit too close to home

I had credits for the disconnected line. And I had a bill to pay for my "new" service a month in advance. AT&T had verbally given me a new total that was due Jan. 19, but I wanted it in writing so I could figure out if it was correct.

This was the same company that mistakenly disconnected my phone service, then accidentally charged me to reinstall it. It wasn't inconceivable my bill would be messed up yet again.

I called Lani, the customer service specialist, who confirmed the \$24 installation charge had been deleted. I asked her to mail or fax me a corrected bill so I could see if the total I was being asked to pay by Jan. 19 was accurate.

Lani said . . . um . . . it would be against federal law for her to send me a corrected bill.

Up to this point, I was just Joe Average AT&T customer who was irritated but treating the situation with a healthy dose of humor.

Now I was on a mission. I wanted AT&T to know that a few of its 300,000 employees needed a bit of retraining.

When one of the top dogs of AT&T for Ohio found out the company had accidentally disconnected phone service and sent erroneous bills to the personal finance writer for the largest newspaper in Ohio, he couldn't step in fast enough.

But even the intervention of Steve Mitchell, AT&T's general manager for Ohio, initially wasn't enough to end my woes.

I hadn't asked to talk to anybody important. I just told AT&T's public relations folks that I'd love an explanation for my column about why one of its employees thought it was against federal law to send me a corrected phone bill.

Mitchell said that was hogwash, and he was extremely apologetic for my terrible experience. He said AT&T wanted to credit me with a free month's service, totaling \$47, as an olive branch.

I told him what I really wanted was to find out why my phone service was disconnected to begin with and why someone thought federal law prohibited me from getting a corrected bill.

The first part: It was nothing sinister, Mitchell said. No vandalism. An AT&T crew was doing work in the neighborhood, he said, and a technician simply goofed by disconnecting a line that he thought wasn't being used. That's what it means to have "lost facilities."

The second part was easy, too: Lani was uninformed (or just trying to get me off the phone).

The punchline is that AT&T didn't get my bill right until the end of March. On my January bill, AT&T decided I now had two phone lines and needed to be billed twice for having an unlisted phone number. I got a bill for \$2.20 times two.

Steve Mitchell called me again. He was really sorry. I was laughing. He wasn't.

Again trying to be nice to me, AT&T offered to add an extra layer of privacy to my unlisted number by not even disclosing to anyone who asks that I have a phone or that I even exist. There would be no charge, they said.

OK, sounds good.

On my February bill, AT&T tacked on a \$10 charge for the service.

Mitchell is way upset now. I've told AT&T there's nothing they can do — no amount of credits — to help me get back all of the hours I wasted trying to resolve problems it created.

I finally got a corrected bill two weeks ago.

And I got a direct-mail flier: Would I like cellular service with AT&T?

---

*Murray is The Plain Dealer's Personal Finance Writer. She cannot assist everyone who contacts her.*

To reach her:  
moneymatters@plaind.com,  
216-999-5263  
Previous columns online:  
cleveland.com/columns

# BUSINESS

EXHIBIT

I

SATURDAY, APRIL 5, 2008 | SECTION C

THE PLAIN DEALER

## Read fine print: Net provider contracts leave users with few rights

PETER SVENSSON  
*Associated Press*

NEW YORK — What's scary, funny and boring at the same time? It could be a bad horror movie.

Or it could be the fine print on your Internet service provider's contract.

Those documents you agree to — usually without reading — ostensibly allow your ISP to watch how you use the Internet, read your e-mail or keep you from visiting sites it deems inappropriate. Some reserve the right to block traffic and, for any reason, cut off a service that many users now find essential.

The Associated Press reviewed the "Acceptable Use Policies" and "Terms of Service" of the nation's 10 largest ISPs — in all, 117 pages of contracts that leave few rights for

### Internet service

The Associated Press reviewed the contracts of the nation's 10 largest Internet service providers, which are ranked below by number of subscribers.

1. AT&T
2. Comcast
3. Verizon
4. Time Warner
5. Cox
6. Charter
7. Qwest
8. Cablevision
9. Embarq
10. Windstream

**NICE GUY** Yahoo's generosity helped launch formidable competitor Google. **C3**

subscribers.

"The network is asserting almost complete control of the users' ability to use their network as a gateway to the Internet," said Marvin Ammori, general counsel of Free Press, a Washington-based consumer advocacy group. "They become gatekeepers rather than gateways."

But the provisions are rarely enforced, except against obvious miscreants like spammers. Consumer outrage would have been the likely result if AT&T Inc. took advantage of its stated right to block any activity that causes the company "to

be viewed unfavorably by others."

Jonathan Zittrain, professor of Internet governance and regulation at Oxford University, said this clause was a "piece of boilerplate that is passed around the corporate lawyers like a Christmas fruitcake."

"The idea that they would ever invoke it and point to it is nuts, especially since their terms of service already say they can cut you off for any reason and give you a refund for the balance of the month," Zittrain said.

AT&T removed the "unfavorably by others" wording in February after the Associated Press asked about the reason behind it.

SEE ISP | C4

# ISP

FROM CI

## Contracts leave users with few rights

Subscribers, however, wouldn't know that it was gone unless they checked the contract word for word: The document still said it was last updated Oct. 8, 2007.

Most companies reserve the right to change the contracts at any time, without any notice except an update on the Web site. Verizon used to say it would notify subscribers of changes by e-mail, but the current contract just leaves that as an option for the company.

This sort of contract, in which the subscriber is considered to agree by signing up for service rather than by active negotiation, is given extra scrutiny by courts, Zittrain said. Any wiggle room or ambiguity is usually resolved in favor of the consumer rather than the company.

Yet, the main purpose of ISP contracts isn't to circumscribe the service for all subscribers, but rather to provide legal cover for the company if it cuts off a user who's abusing the system.

"Without the safeguards offered in these policies, customers could suffer from degradation of service and be exposed to a broad variety of malware threats," said David Deliman, spokesman at Cox Communications.

### Right to manage traffic

The language does matter: In a case involving a student accused of hacking, a federal appeals court held last year that subscribers should have a lower expectation of privacy if their service provider has a stated pol-

icy of monitoring traffic.

But these broadly written contracts still don't provide all the legal cover ISPs want. Comcast Corp. is being investigated by the Federal Communications Commission for interfering with file sharing by its subscribers. The company has pointed to its Acceptable Use Policy, which said, in general terms, that the company had the right to manage traffic. Since the investigation began, it has updated the policy to describe its practices in greater detail and recently said it would stop targeting file sharing once it puts a new traffic-management system in place later this year.

The Comcast case is a rare example of the government getting into the nitty-gritty of one of these contracts.

"There really should be an onus on the regulators to see this kind of thing is done correctly," said Bob Williams, who deals with telecom and media issues at Consumers Union.

If there were more competition, market forces might straighten out the contracts, he said. But most Americans have only two choices for broadband: the cable company or the phone company.

### What ISP can do:

Other common clauses of ISP contracts:

- ISPs can read your e-mail.

Practically all ISPs reserve the right to read your e-mails and look at the sites you visit, without a wiretap order. This reflects the open nature of the Internet — for privacy purposes, e-mails are more like postcards than letters. It's also prompted by the ISPs' need to identify and stop subscribers who use their connections to send spam e-mails.

The federal Electronic Communications Privacy Act pro-

TECTS e-mail and other Internet communications from eavesdropping, but several of its provisions can be waived by agreements between the ISP and the subscriber.

- ISPs can block you from Web sites.

Or at least they would like to think so. In a clause typical of ISPs, Comcast reserves the right to block or remove traffic it deems "inappropriate, regardless of whether this material or its dissemination is unlawful."

The ISP sees itself as the sole judge of whether something is appropriate.

- ISPs can shut you down for using the connection too much.

For cable ISPs, up to 500 households may be sharing the capacity on a single line, and a few traffic hogs can slow the whole neighborhood down. But rather than saying publicly how much traffic is too much, some cable companies keep their caps secret and simply warn offenders individually. If that doesn't work, they're kicked off.

Digital subscriber line providers like AT&T and Verizon aren't as concerned about bandwidth hogs, because phone lines aren't shared among households.





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## Cell users send clear signal: Service is less than ideal

Plain Dealer, The (Cleveland, OH) - December 4, 2007

Author: Shaheen Samavati, Plain Dealer Reporter

Have you experienced sketchy cell phone reception? Unexplainable charges? Lengthy and unpleasant customer service calls?

You're hardly alone.

A survey by Consumer Reports shows that customers across the United States aren't very happy with their cell phone service providers.

More than 47,000 of the consumer magazine's readers were surveyed in 20 metropolitan areas, including Cleveland. The findings, available on newsstands today, show that less than half of respondents were completely or very satisfied with their service.

Over the six years the survey has been done, cell phone providers have consistently been among the lowest-rated services that Consumer Reports covers, said Jeff Blyskal, an associate editor at the magazine.

Among higher-rated services are insurance and air travel, he said.

In Cleveland, Alltel and Verizon ranked highest for overall customer satisfaction. Sprint came in last behind AT&T. Other service providers, such as T-Mobile, were not rated in Cleveland because there were not enough respondents for an accurate ranking, Blyskal said.

Stephanie Heibertshausen, a Sprint customer, said she's fairly satisfied with the service she has had for seven years.

"I don't feel like I'm going to get any better service anywhere else, so I'm fine dealing with Sprint," said the Lakewood attorney. "As far as coverage, I personally feel like every major provider is more or less going to be the same."

However, Heibertshausen said the company's customer service is probably below average.

When she noticed Sprint had doubled the price of text messaging on her last bill, she decided to add a monthly texting plan rather than dispute the charges.

"The wait times are ridiculously long if I do try to dispute something" over the phone, she said.

And, like many who were polled, Heibertshausen said she's frustrated that her contract was renewed for two years each time she made a change to her plan.

Mandatory contract extensions and high costs were the top two complaints of survey respondents, according to Consumer Reports.

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- Alltel spokesman Dale Ingram said his company was the first to allow customers to make changes to their plans at any time without renewing their contracts.
- Alltel ranked highest in the three metropolitan areas where it does business that were included in the magazine's sample.

"We're excited but not surprised by this ranking," Ingram said.

"Cleveland has been an excellent market for us."

Alltel's new contract policy went into effect in early 2005, and several other companies have followed suit.

Sprint said in November that it, too, would adopt such a policy, said spokeswoman Candace Johnson.

"Obviously, we're disappointed in the results," she said of the company's low ranking. "But we're not blind. We recognize that we can do better."

Johnson noted that the company has increased its call center staff and made \$13 billion in network improvements this year.

Sprint and Alltel are the last of the major providers to follow Verizon's lead in prorating contract termination fees.

Both companies said they will announce new policies in 2008.

Blyskal said the future looks brighter for cell phone users.

"Consumers do have power, and they are bringing about change and are forcing the phone companies to be more consumer-friendly," he said.

To reach this Plain Dealer reporter: [ssamavat@plaind.com](mailto:ssamavat@plaind.com), 216-999-4331

**Edition:** Final

**Section:** National

**Page:** A1

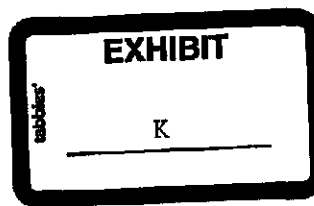
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## Debt collector, AT&T get number wrong

Plain Dealer, The (Cleveland, OH) - March 10, 2008

*Author: Teresa Dixon Murray, Plain Dealer Personal Finance Writer*

### MONEY MATTERS

**Q:** I moved to my new home last year and got phone service through AT&T. Almost immediately, I started getting calls from a bill collector hunting for a guy named Emanuel Petro. My name is Larry and my last name is nothing resembling Petro. It turns out that my new phone number was Emanuel's old phone number.

I have repeatedly told the collection agency, Financial Asset Management in Atlanta, that no one named Emanuel lives here and I don't know him. They keep saying I'm lying and they call several times every day.

I asked AT&T to block calls from this company, which I know it can do. AT&T refuses and said all it can do is give me a new phone number. I've already been using my new number for months and had it printed on various things. I don't want to change it but I can't handle these calls! L.W., North Royalton

**A:** While AT&T didn't do anything improper, it seems its workers could have been a little nicer and more compassionate. Instead of taking steps to show the company valued you, it treated you like - no pun intended - just a number.

When a number is disconnected, said company spokesman Bob Beasley, AT&T makes it unavailable to be reassigned for at least 90 days. Emanuel's number was out of commission for at least 90 days.

Your real beef is with the collection agency, which seems not to care much about the Fair Debt Collection Act. Among other things, the law prohibits companies from contacting people who don't owe them money.

While Financial Asset Management didn't take your phone calls or mine, you technically should have contacted the outfit in writing. The company then would have been legally required to cease and desist lest it be in violation of federal law.

Your anger with AT&T grew, justifiably, when you finally got sick of being Emanuel's secretary and decided to change your number. AT&T said it planned to charge you \$30 for the new number. Puh-leeze! This would be an example of gouging for the sake of gouging, I told AT&T.

Now, your \$30 fee has been waived and the company is crediting your account with one month of free service "because of the inconvenience," Beasley said. "[We] offer our most sincere apology for the trouble he has experienced."

Regarding scuzzy collection agencies, people can lodge complaints with the Ohio attorney general at 1-800-282-0515, the Federal Trade Commission at 1-877-382-4357 or directly online at <https://m.ftc.gov/pls/>

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Q: I've been trying to rebuild my credit by using my debit card regularly. When I got my latest credit score, it hadn't improved and my debit card isn't showing up as an account in good standing. How can I get the bank to add this to my file? T.S., Euclid

A: You can't. A debit card isn't a credit card. With a debit card, you're not borrowing money and repaying it on time. Instead, you're using your own money that's already in your checking account. You don't get bills. You're not repaying anything. It doesn't help your credit score one bit.

Murray is The Plain Dealer's personal finance writer. She cannot assist everyone who contacts her. To reach her: [moneymatters@plained.com](mailto:moneymatters@plained.com),

216-999-5263

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**Correction:** Debt collector, AT&T get number wrong - Terri Murray's Money Matters

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## AT&T straightens out customer service rep's phone card error

Plain Dealer, The (Cleveland, OH) - February 3, 2008

Author: Sheryl Harris, Plain Dealer Columnist

### PLAIN DEALING

Q: My 15-year-old daughter, Natalie, uses her baby-sitting money to pay for minutes for her prepaid phone. For her birthday, we gave her a \$25 phone card. She didn't need it right then, so I taped the receipt to the card and put it away.

The glue on the tape dissolved the personal identification number on the receipt.

Now AT&T's customer service says that, without the PIN, the company can't do anything about replacing the card or getting her the minutes, even though I have the receipt. I'm really upset. I just feel like she's a teenager working to be responsible and shouldn't be penalized.

Kathy Aloï

Rocky River

A: I've had calls from folks who have had problems because they lost PINs, never received PINs or unwittingly shared PINs, but having clear tape eat a PIN is a new one.

Yet there it is on your receipt: A tape-shaped blank over the last few digits of the assigned PIN.

This wasn't hard for AT&T to fix. The company not only credited your daughter the \$25 on the card but threw in an extra \$10 to make up for the inconvenience.

As it happens, on the back of the gift card, in addition to the customer service number, there's a toll-free number to call in case you lose your PIN. If you had called that number, you would have been taken care of in a heartbeat.

AT&T spokesman Bob Beasley agrees customer service should have promptly transferred you or given you the "lost PIN" number.

He promises AT&T is "taking steps to ensure our customer-service representatives have the information needed to help quickly resolve issues like this in the future."

Consumer wise

Tape and ink may be natural enemies.

Albert Albano, executive director of the Intermuseum Conservation Association, spends his days figuring out the best ways to preserve artifacts of all sorts. He explains the tape-ink phenomenon this way:

Common cellophane tape is treated with a chemical substance to keep the tape flexible

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- and the adhesive tacky. While that's great for all the short-term things we like to use clear tape for – sealing an envelope or holding wrapping paper in place – the chemical has a low molecular weight and likes to migrate.
- The inks used in cash registers and ballpoint pens, meanwhile, tend to have chemical-based color, rather than more expensive pigment-based color. This chemical-based color is "very unstable, which means it fades."

Slap a piece of ordinary tape on unstable ink and, Albano says, you get a big chemical square dance. The free-wheeling adhesive molecules go twirling off, and those fickle little ink molecules speed up their final curtsy.

Voila. Disappearing ink.

Bottom line: Make sure grandpa has a good pen, and don't put tape on the will.

If you have a consumer problem you haven't been able to resolve on your own, e-mail [sherylharris@plains.com](mailto:sherylharris@plains.com); write to Plain Dealing in care of The Plain Dealer, 1801 Superior Ave., Cleveland, OH 44114; or call the Plain Dealing help line at 216-999-6344. By submitting a question to Plain Dealing, you are agreeing to have it published in the paper. Because of the volume of calls, Plain Dealing can respond to complaints only through the column.

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[Edit Search](#) | [New Search](#)[Show Help](#) ▼[Back To Results](#)Previous **Article 185 of 2829** NextSave this Article ☐**In ID theft, AT&T adds to burden**

Plain Dealer, The (Cleveland, OH) - November 19, 2006

**Author:** SHERYL HARRIS, Plain Dealer Reporter

## PLAIN DEALING

Q I got a bill from AT&T demanding \$516 on a past-due account for service in my name for a New York address. After I called AT&T to say the account wasn't mine, the fraud department sent me an identity-theft packet that asked me for information I wasn't comfortable giving to them.

When I said I wasn't giving the company some of the information it asked for, AT&T sent me a letter saying it considered the bill mine. Now I'm getting collection calls for an account that was never mine.

- Alice "Pat" Harrington

Willowick

A I don't blame you for not wanting to fill out AT&T's Identity Theft packet.

This thing says you're required to send AT&T a valid government photo ID, for example a driver's license or passport, and three - yes, three - proofs of residency during the time of the disputed bill, which AT&T helpfully suggests might include a W-2 tax form or bank statement.

On top of that, they want your complete Social Security number.

Of course you don't want to send that to them. No one would.

Interestingly, AT&T wasn't nearly as inquisitive when it set up an account in your name.

All it required then was a name - yours; an address - the fake one; your birthdate - which is easily gleaned from public documents; and the last four digits of your Social Security number.

No driver's license number. No photo ID. No copy of the lease.

But when AT&T's left with an unpaid bill, who bears the brunt of clearing up the mess?

Apparently, it's the victim.

I spoke to Walt Sharp, a spokesman for AT&T, who said the company had to balance convenience of new customers against inconvenience to victims.

I'd say the scales need to be rebalanced a tad.

You were unhappy about the tone that AT&T's fraud employees took with you in earlier conversations. The head of AT&T's fraud department called you to apologize about the

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misunderstanding.

In addition, he agreed with you that the company could determine the account was fraudulent without having you release any private information.

You were willing, as you were from the start, to submit an affidavit that the account wasn't yours - but suddenly AT&T didn't even need that.

The company sent you a letter confirming that you are not liable for the New York account, and you are keeping that with your records so that if the issue comes up again, you can quickly dispatch it and move on.

Clearly, someone out there has your Social Security number. How it was obtained is anyone's guess.

There have been several high-profile data losses, although you haven't been notified that you were an affected consumer.

The only thing you can think of is that you regularly visit area hospitals for treatment, and the first thing you're asked to give when you set up or arrive for an appointment is either your Social Security number or an insurance card that carries your Social Security number as an account number.

It's hard to know if that's the source, but the sooner hospitals and insurers move away from this practice, the better we'll feel.

#### Consumer-wise

Your first clue that you've become a victim of identity theft could come as a demand for payment or a collection call.

If someone has used your name to create a fraudulent account, there are some steps you can take.

First, call the credit reporting agencies and have a fraud alert put on your account. You are entitled to a free seven-year alert if someone has already used your information. You will have to give your Social Security number - it's OK, because they already have it.

Fraud alerts don't prevent a company from opening a new account in your name, but they do warn them to be careful.

I am hearing from consumers that when they call credit reporting fraud departments, they are connected to a salesperson who asks them to purchase credit monitoring. You do not need to purchase credit monitoring to have a fraud alert put on your account.

To start the process, call one of the following credit bureaus; it will alert the other two:

Equifax: 1-800-525-6285, [www.equifax.com](http://www.equifax.com)

Experian: 1-888-397-3742, [www.experian.com](http://www.experian.com)

TransUnion: 1-800-680-7289, [www.transunion.com](http://www.transunion.com)

Identity-theft victims are permitted an extra free credit report from each bureau in addition to the one free credit report per year that each citizen is entitled to.

The Federal Trade Commission provides some of the best step-by-step instructions for identity theft victims, and it has a nice ID Theft affidavit that may be useful to you. Call the FTC's identity theft hot line at 1-877-

438-4338 or go to [www.ftc.gov/bcp/edu/microsites/idtheft/index.html](http://www.ftc.gov/bcp/edu/microsites/idtheft/index.html).

The best tool, of course, is the credit freeze - it bars anyone from peeking at your credit report without your express permission, thus effectively stopping anyone from opening an account in your name. Ohio residents, however, don't have that option.



- If you have a consumer problem you haven't been able to resolve on your own, e-mail sherylharris@plaind.com; write to Plain Dealing in care of The Plain Dealer, 1801 Superior Ave., Cleveland, OH 44114; or call the Plain Dealing help line at 216-999-6344. By submitting a question to Plain Dealing, you are agreeing to have it published in the paper. Because of the volume of calls, Plain Dealing can respond to complaints only through the column.

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Plain Dealer, The

[Edit Search](#) | [New Search](#)[Show Help](#) ▼[Back To Results](#)Previous [Article 206 of 2829](#) NextSave this Article ☐**Identity theft haunts victim**

Plain Dealer, The (Cleveland, OH) - August 6, 2006

Author: Sheryl Harris, Plain Dealer Consumer Affairs Reporter

## PLAIN DEALING

Q: I was a victim of identity theft in 2002. Someone set up a phone account in my name and I was billed \$4,230. I got it all cleared up with SBC/Ameritech (now AT&T).

In March, I tried to get on a game show and was told I couldn't be on because of unpaid debts. I got a copy of my credit report, and the fraudulent \$4,230 account was back on it. I wrote more letters and was told the SBC account should be removed in 30 to 90 days.

But even after that, I was refused a credit card because of an alleged debt - and I think they mean this fraudulent account.

Alan Davis

Cleveland

A: Your suspicions are correct: The fraudulent account wasn't removed from your credit report until July 12.

Identity theft victims often find that charges boomerang back onto their credit reports - most often, it happens when companies sell off old debts.

This error, though, didn't boomerang.

It has lingered on your credit report since 2002 - apparently because of miscommunication between SBC, the debt collection firm it hired to collect old accounts and the credit reporting agency.

SBC/AT&T handed this particular account off for collection to the Collection Bureau of America in the spring of 2002 - before anyone knew you were the victim of an identity thief. When the collection company couldn't get the impostor to pay the \$4,230, it posted the debt on your credit report.

You knew nothing about the delinquent account until you contacted SBC for phone service later in 2002.

At that point, AT&T spokeswoman Kim Kowalski said, SBC investigated the fraud, notified TransUnion of the error and sent you a letter assuring you it was taking care of the problem.

You were very wise to hang on to that letter. Because the one company that AT&T apparently forgot to notify was the company it hired to collect the debt.

Collection Bureau of America's director of operations, Marian Malmstrom, said SBC never told her company anything was wrong with the account. And, of course, the collection

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agency wasn't in touch with you: "Any attempt we tried was going to the person who did the fraud," Malmstrom explained.

TransUnion spokesman Steven Katz said that SBC did notify the credit reporting agency of the error. When one of the three major agencies is notified of fraud, it automatically alerts the other two. Credit bureaus keep track of these errors - and try to weed out repeats - for seven years, Katz said, the same length of time a debt is permitted to stay on your account.

But in this case, SBC notified TransUnion using SBC's in-house account number, which is built around the phone number.

Because the account number listed on your credit report was different - it was assigned by the debt collector - the system didn't catch it.

It wasn't until you got bounced from the game show that you saw your credit report and realized the error was still there. Not only that, you found a second delinquent SBC account for \$190.

Kowalski of AT&T said her company confirmed both accounts were related to the identity theft and has sent you a letter stating that.

TransUnion confirmed both errors have been removed and it sent you a copy of the corrected report.

From now on, you should check your credit report annually for errors.

Because you are a victim of identity theft, if you haven't already put a fraud alert on your account, you should do so by contacting the fraud alert lines of one of the three major credit reporting agencies. One call gets them all:

Equifax: 1-800-525-6285; [www.equifax.com](http://www.equifax.com)

Experian: 1-888-397-3742; [www.experian.com](http://www.experian.com)

TransUnion: 1-800-680-7289; [www.transunion.com](http://www.transunion.com)

#### Consumer-wise

You're entitled to one free credit report every 12 months from each credit reporting agency. You have to ask, though; it's not automatic.

If you spread out your requests so that you get a report every three months from a different credit bureau, you'll be able to monitor your reports pretty reliably over the course of the year.

To get your free credit report, visit [www.annualcreditreport.com](http://www.annualcreditreport.com) - make sure you type that right - or call 1-877-322-

8228. You will have to share your Social Security number.

One word of caution. To get your free report, you have to go through the official site. If you have trouble accessing it, go through the free credit report link on the Federal Trade Commission's Web site at [www.ftc.gov](http://www.ftc.gov).

Anytime you're denied credit or a job or suffer some negative effect because of adverse information on your report, you're entitled to get an additional free copy of your credit report from the credit bureau that reported the negative information.

You can also get an additional free credit report if you're a victim of identity theft and you place a fraud alert on your file; if your file contains an error as the result of fraud; if you're on public assistance; or if you're unemployed but expecting to apply for a job within 60 days.

Here's what to look for on your report:

Inaccurate information.

Outdated information – generally, delinquent accounts can't be reported longer than seven years. Bankruptcies, though, stay on for 10 years.

Who got copies. Access to your credit report is limited – and if you see that a company you don't do business with has pulled a copy of your report, you should investigate. It could indicate unauthorized use of your report or an attempt at identity theft.

The Fair Credit Reporting Act requires credit reporting agencies and companies that report information to them to correct errors within a reasonable time. Usually, the FTC says, the error should be cleared up within 30 days.

If you have difficulty getting inaccurate negative information removed from your report, you should file a complaint with both the Federal Trade Commission at [www.ftc.gov](http://www.ftc.gov) or 1-877-382-4357 and the Ohio attorney general's office at [www.ag.state.oh.us](http://www.ag.state.oh.us) or 1-800-282-0515.

If you have a consumer problem you haven't been able to resolve on your own, e-mail [sherylharris@](mailto:sherylharris@plaind.com)

[plaind.com](mailto:sherylharris@plaind.com); write to Plain Dealing in care of The Plain Dealer, 1801 Superior Ave., Cleveland 44114; or call the Plain Dealing help line at 216-999-6344. By submitting a question to Plain Dealing, you are agreeing to have it published in the paper. Because of the volume of calls, Plain Dealing can respond to complaints only through the column.

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Plain Dealer, The (Cleveland, OH) - March 26, 2006

*Author: Sheryl Harris, Plain Dealer Consumer Affairs Reporter*

## PLAIN DEALING

Q: After receiving a collection notice for a \$150 past-due bill from AT&T, I sorted through old junk mail and found envelopes from AT&T. I thought they were solicitations, but instead I found I'd been billed for a 26-minute call to Iran in the middle of the night Aug. 22.

I'm not even an AT&T long-distance customer. I don't know anyone in Iran, and I never made this phone call. I've been trying to fight it, but AT&T insists the charges are correct. Help.

Mike Costantino,

Cleveland

A: Heck, to settle this one, we ought to just ask the National Security Administration. There's an outfit that knows who's making middle-of-the-night calls to the Mideast.

You didn't think my little joke was funny. If someone had to make a long-distance call on your dime, you moaned, "Why couldn't it be to France?"

AT&T spokesman Chris Timmermans said his company investigated its records of the call and believes that the bill is correct.

Every phone has what's called an ANI – pronounced "Annie" – a unique identifying number that helps phone companies figure out whom to bill for a call. Two operators were involved in the handoff of the Iranian call from local to long distance, plus the AT&T operator orally verified your number with the caller before putting the call through, Timmermans said. "I've looked at the report," he said, "and it's pretty much conclusive it was made from that telephone."

That doesn't mean, Timmermans said, that you personally made the call.

It turns out there are several ways – some more bizarre than others – in which a long-distance call you didn't make could appear on your phone bill.

For help compiling these, I turned to the Public Utilities Commission of Ohio and the Federal Communications Commission (which both regulate phone companies), phone company providers and the Internet Fraud Watch Web site ([www.fraud.org](http://www.fraud.org)).

We'll start with the least strange and work our way toward you-got-to-be-kidding territory:

A guest or someone else in your home made the call without telling you. (You say there was no one else there that night.)

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- A foreign call was wrongly billed to you. (AT&T says its investigation rules this out.)
- You have dial-up Internet service and unwittingly downloaded something from a Web site that rerouted your dial-up access to a foreign number – a more frequent scam than you might imagine.

These programs, which enrich foreign carriers, often dial a foreign number on their own, and some turn off the ringer so you don't hear your computer dialing. (You have DSL, though, not dial-up Internet access.)

Crossed wires allowed calls made by others to be attributed to you. The classic clue is a string of misbilled numbers. (This doesn't seem likely in your case, because this is a single disputed call.)

A calling card account could have been misdialed. (The Iranian call wasn't billed to a card.)

Someone plugged a phone into the external access box that sits outside your home.

Every home with phone service has a box outside that a phone can be plugged into. If yours isn't locked, someone could simply walk into your back yard, open the box, plug in a phone and dial away.

Voices seem to carry farther at night, but Aug. 22 was a cool night - in the mid-50s - and if you closed your windows, you likely wouldn't have noticed someone having a 26-minute yak-fest in your back yard. This scenario occurs more often in apartment buildings, where there are multiple lines coming into a building, but it has been known to happen at single-family homes. (This is the favorite theory of most folks I talked to about your situation. Even Timmermans acknowledges, "We would never know if they plugged in at his box." Which makes this very difficult to fight, because the evidence is against you.)

Your phone line can be accessed from another location.

I bounced your situation off Tony Romano, chief executive of DCT Telecom Group Inc., who shared this story:

He has an older home, in which he found the termination points of phone lines for several neighboring homes. These are remnants of the good old days of party lines, and most of these set-ups have been removed. Romano says he could - if he were a different sort of person - make long-distance calls from his own basement that would be billed to his neighbors without their knowledge. Romano's theory is that if you're in an older neighborhood, your line just might terminate in a neighbor's home, allowing someone to have made a long-distance call billed to you. (This theory actually has the highest indigestion factor: Not only might the NSA be eavesdropping on you, but your neighbors could be too!)

I suspect - and this really is speculation - that because this was a one-time thing, we might have been able to finagle a goodwill credit - except that you paid the bill. AT&T says this is a closed issue.

I'm not going to second-guess you on your decision. It's hard to disprove these sorts of charges. You can hold out on principle, but the downside is that if the long-distance company prevails, this could wind up as a black mark on your credit. Different folks have different comfort levels on this, and it's best for you to go with yours.

Still, I know this matter still bugs you, so I'm going to suggest you file a complaint with the Federal Communication Commission. Although the FCC doesn't generally oversee billing disputes or international calls, spokeswoman Rosemary Schneider invited you to file a complaint because the agency may be able to review to make sure your call was properly tracked. You can file a complaint online at [www.fcc.gov](http://www.fcc.gov) or 1-888-225-5322.

Consumer-wise

To protect yourself from unauthorized long-distance charges:

Padlock the phone access box on the outside of your home.

- Consider asking your phone company for an international call block, although there are ways to get around those. In fact, you may have to contact multiple long-distance providers for blocks to reduce the chances of a naughty guest using a dial-around.

Open your mail just to make sure that unfamiliar envelope doesn't contain an unexpected bill. The earlier you catch a problem, the easier it is to resolve. (This is a good practice anyway because errant bills can sometimes indicate you're a victim of identity theft.)

If you have dial-up Internet access, periodically check your dial-up access number to make sure it's a local number. And turn off your modem when you're not using the computer.

Increase the time a site is kept in your browser history file to at least 45 days. (Check your browser's help folder for instructions.) It can take more than a month for you to discover a problem, and this may help you track its source.

Consider putting monitoring software on your computer so you know if anyone has downloaded programs or surfed to questionable sites.

Be careful to keep your calling card number shielded from view if you use it at a public phone. Some clever thieves surreptitiously photograph the cards and memorize the numbers you dial to authorize calls.

If you have a consumer problem you haven't been able to resolve on your own, e-mail sherylharris

@plaind.com; write to Plain Dealing in care of The Plain Dealer, 1801 Superior Ave., Cleveland, OH 44114; or call the Plain Dealing help line at 216-999-6344. By submitting a question to Plain Dealing, you are agreeing to have it published in the paper. Because of the volume of calls, Plain Dealing can respond to complaints only through the column.

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Plain Dealer, The

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Plain Dealer, The (Cleveland, OH) - October 31, 2003

Author: *Ted Wendling, Plain Dealer Bureau*

Columbus — For the second time in four months, state officials have acknowledged paying thousands of dollars for telephone lines that weren't being used.

In August, employees in the office of Attorney General Jim Petro found more than 250 unused phone lines that Petro's predecessor, Auditor Betty Montgomery, never had disconnected, Petro's spokeswoman, Kim Norris, said yesterday.

Earlier this summer, the Ohio Civil Rights Commission acknowledged that it paid \$290,000 for phone lines that had been dormant for five years.

Records show a total of 279 questioned lines, but not all have been disconnected, Norris said.

Asked how long the lines had been unused, Norris said, "We believe it's for at least a year or more, but we cannot tell because there aren't any records to show that. We immediately had the phone company disconnect them."

The estimated cost to taxpayers: about \$33,000, according to Norris.

Montgomery's spokesman, Joe Case, disputed that figure, but acknowledged that Petro's staff may have discovered a lesser number of dormant lines while Petro was closing offices and consolidating operations in Columbus.

The two Republican officials switched offices this year and are on a collision course for the 2006 gubernatorial primary.

"We can't buy into the complete accuracy of the list, but . . . state government is big and we suspect that every agency has unused phone numbers," Case said. "Whenever you move the physical plant of an office . . . as you tailor your new telecommunications systems, you are more likely than not going to be able to pare down your system as you build it to your needs. Over time, it's likely that you're going to accumulate unused lines."

Coincidentally, Case said, Montgomery began a telecommunications review in July because "we believe that there is potential waste out there in unused phone lines."

Using her own — and Petro's former — office as the "guinea pig," Case said, the auditor's office has discovered "over 100 lines here that appear not to have any activity."

"In fairness," Case added, "we have to finish our analysis. There may be some other explanation." Case provided no data to back up the preliminary figures.

Asked about Case's allegations, Norris responded: "I don't think that's true."

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- She said staffers discovered the unused phone lines at the attorney general's office while they were vacating a building in downtown Columbus that formerly housed employees in collections enforcement, health care fraud and other divisions.
- So far, Petro has moved about 500 workers in an attempt to consolidate operations. Norris said the reorganization is expected to save about \$4.5 million over five years.

In June, state Inspector General Tom Charles revealed that the Civil Rights Commission paid \$290,000 for unused phone lines.

Since then, the commission has filed a complaint with the Public Utilities Commission of Ohio, asking that AT&T be required to reimburse the money plus interest.

"We're committed to taking formal legal action if that becomes necessary," said Matt Miko, the commission's chief legal counsel.

Norris said her office has not filed a complaint with the PUCO seeking reimbursement from Ameritech .

"We're still looking into it," she said.

To reach this Plain Dealer reporter:

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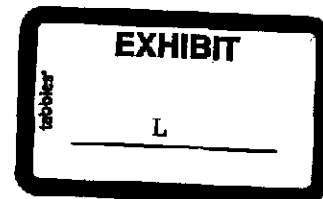
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**VIA FACSIMILE - 330/643-8718**

June 18, 2008



Linda Murphy, Esq.  
County of Summit Ohio  
Department of Law  
175 S. Main Street  
Akron, OH 44308-1308

Dear Ms. Murphy:

I am in receipt of your letter dated June 12, 2008 to Mr. Stephenson. AT&T values its customers and takes very seriously any customer complaints. We are conducting an internal investigation of all allegations raised in your complaint. I will get back to you once I have more complete information.

It is certainly AT&T's hope that after vigorous representation and negotiation of both Summit's and AT&T's issues, we will execute a mutually agreeable Master Agreement. Beatrice James-Moore is the AT&T Attorney assigned to negotiate the Summit County Master Agreement. She will review the draft of the Master Agreement included in your complaint.

Very truly yours,

Lori A. Fink

LAF:ng



U.S. AIR MAIL

**AT&T**  
**LEGAL DEPARTMENT FACSIMILE TRANSMISSION**  
One AT&T Plaza, Suite 3008, 208 South Akard Street  
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June 18, 2008

TO:

NAME	TELEPHONE	FACSIMILE
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