

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

11/02/2020 9:45 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA*

AGENDA

No members of the public will be allowed in the BOCC Chambers due to concerns for public safety resulting from the COVID-19 emergency and pursuant to the Governor of Nevada's Declaration of Emergency Directive 006 Section 1 which suspends the requirement in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate.

Further, due to the Governor's mandated steps to protect against the spread of COVID-19, the Storey County Board of County Commissioners are hosting a teleconference meeting this month. Members of the public who wish to attend the meeting remotely, may do so by accessing the following meeting on Zoom.com. Public comment may be made by communication through zoom.

*Join Zoom Meeting:

https://zoom.us/j/597519448

Meeting ID: 597 519 448

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US

+1 301 715 8592 US

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 597 519 448

Find your local number: https://zoom.us/u/adi9WjdtNr

For additional information or supporting documents please contact the Storey County Clerk's Office at 775-847-0969.

MARSHALL MCBRIDE CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

JAY CARMONA *VICE-CHAIRMAN*

LANCE GILMAN COMMISSIONER

VANESSA STEPHENS CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board and the Storey County Liquor and Gaming Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda. All matters listed under the consent agenda are considered routine and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The Commission Chair reserves the right to limit the time allotted for each individual to speak.

All items include discussion and possible action to approve, modify, deny, or continue unless marked otherwise.

- 1. **Call to order closed** session pursuant to NRS 241.030 for discussion of a request for medical leave of absence without pay per Article 39 of the Collective Bargaining Agreement between the Storey County Fire Protection District and the Storey County Fire Fighters' Association, IAFF Local 4227. *This meeting will commence* 9:45 a.m.
- 2. CALL TO ORDER REGULAR MEETING AT 10:00 A.M.
- 3. **PLEDGE OF ALLEGIANCE**
- 4. DISCUSSION/FOR POSSIBLE ACTION:

Approval of the Agenda for November 2, 2020

5. CONSENT AGENDA

- For possible action, approval of claims in the amount of \$1,072,783.46
- II For possible action, approval of business license first readings:
 - **A. Byers Industrial Services**, **LLC -** Contractor / 1100 Grant Ave. ~ Franklinville, NJ
 - **B.** Encor Solar LLC Contractor / 3401 N. Thanksgiving Way #150 ~ Lehi, UT
 - C. Geodis Logistics LLC Out of County / 7101 Executive Center Dr. Ste 333 ~ Brentwood, TN
 - D. Raptors Live LLC General / 80 S. C St. ~ Virginia City, NV
 - **E. Sabic Innovative Plastics US LLC -** Out of County / 2500 City West Blvd. Ste. 100 ~ Houston, TX
 - F. Southland Industries Contractor / 12131 Western Ave. ~ Garden Grove, CA
 - **G. Trivium Packaging USA Inc. –** General / 775 Waltham Way Ste 101 ~ McCarran, NV
- 6. PUBLIC COMMENT (No Action)
- 7. DISCUSSION ONLY (No Action No Public Comment): Committee/Staff Reports
- 8. BOARD COMMENT (No Action No Public Comment)

9. DISCUSSION/FOR POSSIBLE ACTION:

Approval of Resolution No. 20-593 on the request by the Director of the State of Nevada Department of Business and Industry to approve the Findings of Fact pertaining to the issuance of industrial development revenue bonds in one or more issues in an aggregate amount not to exceed \$20,000,000 for the purpose of assisting in the financing or refinancing of a portion of the costs of (i) constructing, improving, and equipping a facility to be used for converting municipal solid waste into renewable fuel products located on an approximately 19.4-acre site to be located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, Storey County, Nevada and/or (ii) the improvements to and equipping of the facility used for preliminary sorting and processing of municipal solid waste located on an approximately 10.0-acre site at 350 Saddle Court in Mustang, Storey County, Nevada. The project will be owned by Fulcrum Sierra Holdings, LLC, and operated by Fulcrum BioEnergy, Inc. Approval of the Board of Finance is required pursuant to NRS 349.580(2).

10. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and approval of Storey County Proclamation for Flood Awareness Week, November 14-22, 2019.

11. DISCUSSION/FOR POSSIBLE ACTION:

Authorize and direct the County Manager and staff to collaborate with the Lockwood Community Corporation (LCC) board and Lockwood residents to establish a county maintenance and access easement on a portion of LCC-owned land connecting Canyon Way to the Canyon GID water tank and area wireless communications facilities. A final easement is subject to approval of the LCC board of directors and the Storey County commissioners.

12. DISCUSSION/FOR POSSIBLE ACTION:

Authorize the County Manager and staff to begin implementation of the Mark Twain flood mitigation project in accordance with the Mark Twain/Dayton Valley Area Drainage Master Plan including applying for grant funding, developing proposed sustainable funding stream and Capital Improvement Plan updates, securing right-of-way from the BLM, consulting with private property owners, working cooperatively with Lyon County and the Carson Water Subconservancy District, and providing quarterly progress reports to the board.

13. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of fiber circuit with AT&T at Storey County Jail Facility for a term of 3 years at the new lower negotiated rate of \$695.90 per month. The existing contract has expired and is currently billed at \$1075.56 per month. This only pertains to the existing fiber circuit, no new services, hardware costs or changes will be incurred.

14. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of action regarding disposal of a walk-through body scanner/metal detector to be sold or donated to another law enforcement agency.

15. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval to reimburse the Storey County Fire Protection District an amount not to exceed \$88,000.00, for the retrofit of a new ambulance. This cost is directly related to the COVID-19 Pandemic from March 1, 2020 through December 30, 2020. The funds would be reimbursed from Storey County allocation of CARES Act funds.

16. RECESS TO CONVENE AS THE FIRE PROTECTION DISTRICT BOARD

17. DISCUSSION/FOR POSSIBLE ACTION:

Approval of a request for medical leave of absence without pay per Article 39 of the Collective Bargaining Agreement between the Storey County Fire Protection District and the Storey County Fire Fighters' Association, IAFF Local 4227.

18. RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

19. DICUSSION/FOR POSSIBLE ACTION:

Approval of business license second readings:

- **A. Bighorn Glass and Window -** Contractor / 3656 Research Way #35 ~ Carson City, NV
- **B.** Komatsu Americs Corp. Out of County / 8770 W. Bryn Mawr Ave. Ste 100 ~ Chicago, IL
- C. Mountain Masonry Contractor / 1839 Chaise Dr. ~ Carson City, NV
- **D. Onsite Innovations, LLC -** Out of County / 501 Fairmount Ave. Ste 302 ~ Towson, MD
- E. Comstock Pottery and Tile, LLC General / 107 E. Washington ~ Virginia City, NV
- F. Conveyco Technologies, Inc. Contractor / 47 Commerce Dr. ~ Bristol, CT

20. PUBLIC COMMENT (No Action)

21. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon

which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.

- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at

http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners' Office in writing at PO Box 176, Virginia City, Nevada 89440.

CERTIFICATION OF POSTING

I, Vanessa Stephens, Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 10/26/2020; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV. This agenda was also

posted to the Nevada State website at https://www.storeycounty.org/agendac	os://notice.nv.gov/ and to the Storey County website at enter.
By Vanessa Stephens Clerk-Treasurer	
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Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: November 2, 2020	Estimate of time required: 10
Agenda: Consent [] Regular agenda	[] Public hearing required [] Closed session [X]
medical leave of absence witho	sion pursuant to NRS 241.030 for discussion of a request four pay per Article 39 of the Collective Bargaining County Fire Protection District and the Storey County Fire cal 4227.
2. Recommended motion: No ac	etion, discussion only.
3. Prepared by: Tobi Whitten, H	R Director
Department: Human Resource	Telephone: 847-0968
4. Staff summary: For discussion	on only.
5. Supporting materials: None	
6. Fiscal impact:	
Funds Available: N/A	Fund: Comptroller
7. Legal review required:8. Reviewed by: Department Head	District Attorney Department Name: Fire District
County Manager 9. Board action: [] Approved [[] Denied [
	Agenda Item No.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/02/2020		Estimate of time required: 0 min
Agenda: Consent [x] Regular age	nda []	Public hearing required []
1. For possible action, appro	oval of	claims in the amount of \$1,072,783.46
2. Recommended motion: Approx	val of cl	aims as submitted.
3. Prepared by: Cory Y. Wood		
Department: Comptroller		Telephone: 775 847-1133
4. Staff summary: Please find atta	iched th	e claims
5. Supporting materials: Attached	d	
6. Fiscal impact:		
Funds Available: NA	Fun	d: NANA Comptroller
7. Legal review required:	_NA_	District Attorney
8. Reviewed by : X Department Head		Department Name: Comptroller
County Manager		Other agency review:
9. Board action: [] Approved [] Denied	[]	Approved with Modifications Continued
		Agenda Item No.



Packet: PRPKT00856 - 2020-10-16 Payroll sl

Payroll Set: Storey County - 01

Payroll Check Register Report Summary Pay Period: 9/28/2020-10/11/2020

Туре	Count	Amount
Regular Checks	2	2,185.65
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	170	384,513.88
Total	172	386,699.53

Approved by the Storey Co	unty Board of Commissi	oners:
Chairman	Commissioner	Commissioner
Amila-		10.14.2020
Comptroller		Date
-		
Treasurer		Date



Check Register

Packet: APPKT02363 - 2020-10-16 PR Payment sl

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-Al	P Bank					
405456	Public Employees Retirement	10/16/2020	EFT	0.00	85,065.57	10134
404869	SCSO EMPLOYEES ASSOCIATIO	10/16/2020	EFT	0.00	502.00	10135
300003	AFLAC	10/16/2020	Regular	0.00	1,258.84	100878
300008	AFSCME Union	10/16/2020	Regular	0.00	621.01	100879
405610	California State Disbursement Unit	10/16/2020	Regular	0.00	291.69	100880
405519	Cigna Health and Life Insurance Con	10/16/2020	Regular	0.00	7,417.84	100881
300001	Colonial LIfe & Accident	10/16/2020	Regular	0.00	103.38	100882
404704	DVM INSURANCE AGENCY	10/16/2020	Regular	0.00	83.86	100883
405264	FIDELITY SEC LIFE INS CO	10/16/2020	Regular	0.00	67.15	100884
300011	Nevada State Treasurer	10/16/2020	Regular	0.00	4.00	100885
103233	PUBLIC EMPLY RETIREMENT SYSTEN	10/16/2020	Regular	0.00	303.56	100886
300010	State Collection & Disbursement Un	10/16/2020	Regular	0.00	213.43	100887
300006	Storey Co Fire Fighters Assoc	10/16/2020	Regular	0.00	1,350.00	100888
404639	VOYA RETIREMENT INS	10/16/2020	Regular	0.00	8,614.50	100889
300005	Washington National Ins	10/16/2020	Regular	0.00	518.99	100890
	Bank Code: AP Bank-Ald 405456 404869 300003 300008 405610 405519 300001 404704 405264 300011 103233 300010 300006 404639	Bank Code: AP Bank-AP Bank 405456 Public Employees Retirement 404869 SCSO EMPLOYEES ASSOCIATIO 300003 AFLAC 300008 AFSCME Union 405610 California State Disbursement Unit 405519 Cigna Health and Life Insurance Con 300001 Colonial LIfe & Accident 404704 DVM INSURANCE AGENCY 405264 FIDELITY SEC LIFE INS CO 300011 Nevada State Treasurer 103233 PUBLIC EMPLY RETIREMENT SYSTEN 300010 State Collection & Disbursement Un 300006 Storey Co Fire Fighters Assoc 404639 VOYA RETIREMENT INS	Bank Code: AP Bank-AP Bank 405456 Public Employees Retirement 10/16/2020 404869 SCSO EMPLOYEES ASSOCIATIO 10/16/2020 300003 AFLAC 10/16/2020 300008 AFSCME Union 10/16/2020 405610 California State Disbursement Unit 10/16/2020 405519 Cigna Health and Life Insurance Com 10/16/2020 300001 Colonial Life & Accident 10/16/2020 404704 DVM INSURANCE AGENCY 10/16/2020 405264 FIDELITY SEC LIFE INS CO 10/16/2020 300011 Nevada State Treasurer 10/16/2020 103233 PUBLIC EMPLY RETIREMENT SYSTEN 10/16/2020 300010 State Collection & Disbursement Uni 10/16/2020 300006 Storey Co Fire Fighters Assoc 10/16/2020 404639 VOYA RETIREMENT INS 10/16/2020	Bank Code: AP Bank-AP Bank 405456 Public Employees Retirement 10/16/2020 EFT 404869 SCSO EMPLOYEES ASSOCIATIO 10/16/2020 EFT 300003 AFLAC 10/16/2020 Regular 300008 AFSCME Union 10/16/2020 Regular 405610 California State Disbursement Unit 10/16/2020 Regular 405519 Cigna Health and Life Insurance Corr 10/16/2020 Regular 300001 Colonial Life & Accident 10/16/2020 Regular 404704 DVM INSURANCE AGENCY 10/16/2020 Regular 405264 FIDELITY SEC LIFE INS CO 10/16/2020 Regular 300011 Nevada State Treasurer 10/16/2020 Regular 103233 PUBLIC EMPLY RETIREMENT SYSTEN 10/16/2020 Regular 300010 State Collection & Disbursement Un 10/16/2020 Regular 300006 Storey Co Fire Fighters Assoc 10/16/2020 Regular 404639 VOYA RETIREMENT INS 10/16/2020 Regular	Bank Code: AP Bank-AP Bank 405456 Public Employees Retirement 10/16/2020 EFT 0.00 404869 SCSO EMPLOYEES ASSOCIATIO 10/16/2020 Regular 0.00 300003 AFLAC 10/16/2020 Regular 0.00 300008 AFSCME Union 10/16/2020 Regular 0.00 405610 California State Disbursement Unit 10/16/2020 Regular 0.00 405519 Cigna Health and Life Insurance Con 10/16/2020 Regular 0.00 300001 Colonial Life & Accident 10/16/2020 Regular 0.00 404704 DVM INSURANCE AGENCY 10/16/2020 Regular 0.00 405264 FIDELITY SEC LIFE INS CO 10/16/2020 Regular 0.00 300011 Nevada State Treasurer 10/16/2020 Regular 0.00 103233 PUBLIC EMPLY RETIREMENT SYSTEN 10/16/2020 Regular 0.00 300010 State Collection & Disbursement Un 10/16/2020 Regular 0.00 300006 Sto	Bank Code: AP Bank-AP Bank 405456 Public Employees Retirement 10/16/2020 EFT 0.00 85,065.57 404869 SCSO EMPLOYEES ASSOCIATIO 10/16/2020 EFT 0.00 502.00 300003 AFLAC 10/16/2020 Regular 0.00 1,258.84 300008 AFSCME Union 10/16/2020 Regular 0.00 621.01 405610 California State Disbursement Unit 10/16/2020 Regular 0.00 291.69 405519 Cigna Health and Life Insurance Com 10/16/2020 Regular 0.00 7,417.84 300001 Colonial Life & Accident 10/16/2020 Regular 0.00 103.38 404704 DVM INSURANCE AGENCY 10/16/2020 Regular 0.00 83.86 405264 FIDELITY SEC LIFE INS CO 10/16/2020 Regular 0.00 67.15 300011 Nevada State Treasurer 10/16/2020 Regular 0.00 303.56 300010 State Collection & Disbursement Un 10/16/2020 Regular

Bank Code AP Bank Summary

	AND CONTRACTOR OF THE PROPERTY			
	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	22	13	0.00	20,848.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	4	2	0.00	85,567.57
	26	15	0.00	106,415.82

Approved by the Storey County Board of Commissioners:

Chairman Commissioner Commissioner

| 10 14 2020 |
| Comptroller Date |

Fund \$ummary

Fund 999 Name

Pooled Cash Account

Period 10/2020 Amount 106,415.82

106,415.82



Check Register

Packet: APPKT02364 - 2020-10-16 715 PERs Payment sl

By Check Number

THE REAL PROPERTY OF THE PERTY							
Vendor Number	Vendor Name	Payment Date	Payment Type		Discount Amount	Payment Amount	Number
Bank Code: AP Bank-A	P Bank						
405456	Public Employees Retirement	10/16/2020	EFT		0.00	70,513.01	10136
		Bank Code AP Bar	nk Summary				
		Payable	Payment				
	Payment Type	Count	Count	Discount	Payment		
	Regular Checks	0	0	0.00	0.00		
	Manual Checks	0	0	0.00	0.00		
	Voided Checks	0	0	0.00	0.00		
	Bank Drafts	0	0	0.00	0.00		
	EFT's	2	1	0.00	70,513.01		

Approved by the Storey County Board of Commissioners: Chairman Commissioner Commissioner Comptroller Treasurer Date

0.00

70,513.01

Fund Summary

Fund 999 Name

Pooled Cash Account

Period 10/2020 Amount 70,513.01

70,513.01



Vendor History Report By Vendor Name

Posting Date Range 10/14/2020 - 10/16/2020

Payment Date Range 10/14/2020 - 10/16/2020

Payment			10,774.67	10,674.67									100.00	
Net			10,774.67	10,674.67									100.00	
Discount			0.00	0.00									0.00	
Tax			0.00	0.00									00.00	
Shipping	nount		0.00	0.00	8,078.43	371.27	45.00	24.97	345.00	70.00	1,709.58	30.42	0.00	100.00
Amount Shipping	Dist Amount		10,774.67	10,674.67	8,0	3			Ċ.		1,7		100.00	1
Payment Date	Account Name			10/16/2020	Insurances	Rds-Ins	Wtr-Ins	Swr-Ins	VCTC-Ins	Pipers-Ins	Fire-Ins	FireMutual-Ins	10/16/2020	Insurances
1099 Payment Number	Account Number			DFT0000613	001-29506-000	020-29506-000	090-29506-000	130-29506-000	230-29506-000	231-29506-000	250-29506-000	270-29506-000	DFT0000614	001-29506-000
Post Date	Amount			10/16/2020	10,674.67								10/16/2020	100.00
	Price				0.00									0.00
Description	Units	ty Vendors	er FDIC	HSA Contributions	0.00								HSA Contributions	00:00
Payable Number	Item Description	Vendor Set: 01 - Storey County Vendors	405424 - Optum Bank, Member FDIC	INV0012737	HSA Contributions								INV0012738	HSA Contributions

Approved by the Storey County Board of Commissioners:

10,774.67

10,774.67

0.00

0.00

10,774.67

Vendors: (1) Report Total:

0.00

Vendors: (1) Total 01 - Storey County Vendors:

10,774.67

Commissioner	10.23.2020 Date	Date
Commissioner		
Chairman	Comptroller	Treasurer

Page 1 of 1



Check Register Packet: APPKT02395 - 2020-10-23 AP Payments

By Check Number

AKIND						
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-A	P Bank				•	
101589	AIRGAS NCN INC	10/23/2020	Regular	0.00	357.39	100891
400481	ALLISON, MACKENZIE, LTD	10/23/2020	Regular	0.00	1,150.00	100892
100135	ALSCO INC	10/23/2020	Regular	0.00	226.20	100893
404264	AMERICAN SOCIETY OF COMPO ASC	10/23/2020	Regular	0.00	10.00	100894
403651	ARC HEALTH AND WELLNESS	10/23/2020	Regular	0.00	1,448.00	100895
403619	AT&T TELECONFERENCE SERVI	10/23/2020	Regular	0.00	358.82	100896
404780	Backdraft OpCo LLC	10/23/2020	Regular	0.00	710.70	100897
406009	Bailey, Cheryl	10/23/2020	Regular	0.00	5,000.00	
406015	BGTC Ventures, Inc	10/23/2020	Regular	0.00	5,400.00	100899
401377	BISBEE, PATTY	10/23/2020	Regular	0.00	171.06	100900
100245	BROWN MILBERY INC	10/23/2020	Regular	0.00	186.65	100901
403671	BURRELL, SCOTT LEWIS	10/23/2020	Regular	0.00		100902
403713	CAPITAL 1 EQUIP FINANCE	10/23/2020	Regular	0.00	73,040.00	
100560	CARSON TAHOE REGIONAL HEA	10/23/2020	Regular	0.00	2,300.30	100904
404216	CARSON VALLEY OIL CO INC	10/23/2020	Regular	0.00	2,868.05	100905
100597	CASHMAN EQUIPMENT CORP	10/23/2020	Regular	0.00	80.38	100906
403268	CELLCO PARTNERSHIP	10/23/2020	Regular	0.00	3,990.76	100907
	Void	10/23/2020	Regular	0.00	0.00	100908
	Void	10/23/2020	Regular	0.00	0.00	100909
403635	CENTRAL SANITARY SUPPLY	10/23/2020	Regular	0.00		100910
405519	Cigna Health and Life Insurance Com		Regular	0.00	22,384.92	
405060	CLEAR CHANNEL OUTDOOR	10/23/2020	Regular	0.00	225.00	100912
405134	CMC TIRE INC	10/23/2020	Regular	0.00	570.08	
403822	COLLECTION SERVICE OF NEV	10/23/2020	Regular	0.00	388.35	
404868	COMPLETE DOCUM MNGMNT SOL	10/23/2020	Regular	0.00	198.15	
99652	COMSTOCK CHRONICLE (VC)	10/23/2020	Regular	0.00		100916
403887	COMSTOCK GOLD MILL LLC	10/23/2020	Regular	0.00	147.00	
404466	DAIOHS USA INC	10/23/2020	Regular	0.00	239.80	
404970	DANT-PACIFIC LTD	10/23/2020	Regular	0.00	111.91	
406011	DeGraffenreid, James	10/23/2020	Regular	0.00	500.00	
406010	Deitz Media & Marketing, LLC	10/23/2020	Regular	0.00	29,019.59	
405128	DEVNET, INC	10/23/2020	Regular	0.00	5,160.50	
403722	DPBH-ENVIRONMENTAL HEALTH	10/23/2020	Regular	0.00	8,179.20	
404547	ELLIOTT AUTO SUPPLY INC	10/23/2020	Regular	0.00	1,685.04	
405850	ERG Aerospace Corporation	10/23/2020	Regular	0.00	15,783.91	
405986	Farr Construction Corporation	10/23/2020	Regular	0.00	12,346.98	
403216	FARR WEST ENGINEERING	10/23/2020	Regular	0.00	22,620.75	
404509	FASTENAL COMPANY	10/23/2020	Regular	0.00	1,591.20	
403975	FERRELLGAS LP	10/23/2020	Regular	0.00	669.56	
405264	FIDELITY SEC LIFE INS CO	10/23/2020	Regular	0.00	237.52	
405969	Fleetpride, INC	10/23/2020	Regular	0.00	367.51	
405347	Gonsalves & Santucci Inc	10/23/2020	Regular	0.00	5,630.86	
101899	GRAINGER	10/23/2020	Regular	0.00		100933
100856	GRANITE CONSTRUCTION CO	10/23/2020	Regular	0.00	2,036.16	
406001	Grant, Greg A	10/23/2020	Regular	0.00	5,000.00	100935
404394	GTP INVESTMENTS LLC	10/23/2020	Regular	0.00	440.25	
406005	Guillermo, Carey	10/23/2020	Regular	0.00	100.00	
404514	HACH COMPANY	10/23/2020	Regular	0.00	1,154.01	
406013		10/23/2020	Regular	0.00	5,100.00	
404778	=	10/23/2020	Regular	0.00	3,865.12	
403040	20 200 000 000 000 000 000 000 000 000	10/23/2020	Regular	0.00	4,717.62	
404980		10/23/2020	Regular	0.00	2,915.80	
100889		10/23/2020	Regular	0.00		100943
403753		10/23/2020	Regular	0.00		100944
					5	

Packet: APPKT02395-2020-10-23 AP Payments

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405360	Huntington, Elizabeth L.	10/23/2020	Regular	0.00	96.00	100945
102564	HYDRAULIC INDUSTRIAL SERV	10/23/2020	Regular	0.00	94.56	100946
100978	INTERSTATE OIL CO	10/23/2020	Regular	0.00	455.09	100947
100885	IRON MOUNTAIN INFO MGT IN	10/23/2020	Regular	0.00	337.80	100948
405726	iT1 Consulting, LLC	10/23/2020	Regular	0.00	3,657.50	100949
403834	IT1 SOURCE LLC	10/23/2020	Regular	0.00	26,350.46	100950
403692	JAMSAB REALTY CORP	10/23/2020	Regular	0.00	64,375.00	100951
103317	JBP LLC	10/23/2020	Regular	0.00	705.65	100952
406014	Jenkins, Janet	10/23/2020	Regular	0.00	200.00	100953
405801	K&H Printers - Lithographers, Inc	10/23/2020	Regular	0.00	14,435.20	100954
405263	KANSAS CITY LIFE INS CO	10/23/2020	Regular	0.00	21.36	100955
103284	KNECHT, RAQUEL	10/23/2020	Regular	0.00	74.15	100956
404356	LANGUAGE LINE SERVICES IN	10/23/2020	Regular	0.00		100957
406003	LensLock Inc	10/23/2020	Regular	0.00	19,160.00	100958
101030	LIFE-ASSIST INC	10/23/2020	Regular	0.00	513.90	100959
404102	LIQUID BLUE EVENTS LLC	10/23/2020	Regular	0.00	13,800.00	100960
404772	LOOMIS, KEITH	10/23/2020	Regular	0.00	119.79	
102751	LYON CO COMPTROLLER	10/23/2020	Regular	0.00	6,161.25	100962
404363	MA LABORATORIES INC	10/23/2020	Regular	0.00	1,527.84	
405077	MACKAY MANSION	10/23/2020	Regular	0.00	372.50	100964
405953	Marathon Staffing Group, Inc	10/23/2020	Regular	0.00		100965
405999	Mercado, Sianeth	10/23/2020	Regular	0.00	5,000.00	100966
102857	MICHAEL HOHL MOTOR CO	10/23/2020	Regular	0.00	734.40	100967
100471	MOUND HOUSE TRUE VALUE	10/23/2020	Regular	0.00		100968
102575	NAPA AUTO & TRUCK PARTS	10/23/2020	Regular	0.00	102.12	
101228	NEV ADMIN BLDG & GROUNDS	10/23/2020	Regular	0.00	1.5	100970
101343	NEV DEPT HUMAN RESOURCES	10/23/2020	Regular	0.00		100971
101335	NEV DEPT TAXATION	10/23/2020	Regular	0.00		100972
101969 404940	NEV HUMAN RESOURCES	10/23/2020	Regular	0.00	•	100973
404940	NEV HUMAN RESOURCES, LV	10/23/2020 10/23/2020	Regular	0.00 0.00	1,926.50	100974
405928	NEVADA ASSOCIATION OF Nevada Association of County Huma	351 163	Regular Regular	0.00	5,909.09	100975 100976
406007	Nevada Building & Development Co.		Regular	0.00		100976
101256	NEVADA STATE GRAZING BRD	10/23/2020	Regular	0.00		100977
405155	NV DEPT OF TRANSPORTATION	10/23/2020	Regular	0.00	150.00	100978
402926	OFFSITE DATA DEPOT, LLC	10/23/2020	Regular	0.00	316.44	
404118	OPTUMINSIGHT INC	10/23/2020	Regular	0.00	255.00	
405127	O'REILLY AUTO ENTERPRISES LLC	10/23/2020	Regular	0.00		100982
404870	OSBORNE, JOAN	10/23/2020	Regular	0.00		100983
404556	OUTFRONT MEDIA LLC	10/23/2020	Regular	0.00	2,669.80	
403895	PETRINI, ANGELO D	10/23/2020	Regular	0.00	133.00	
405256	PIPER'S OPERA HOUSE	10/23/2020	Regular	0.00		100986
406012	Powell, Elizabeth	10/23/2020	Regular	0.00	500.00	100987
103221	PUBLIC EMPLY RETIREMENT RETIRE	10/23/2020	Regular	0.00	2,050.16	100988
103306	PURCHASE POWER	10/23/2020	Regular	0.00	1,900.00	100989
404134	RAPID SPACE LLC	10/23/2020	Regular	0.00	846.25	100990
402937	RAY MORGAN CO INC (CA)	10/23/2020	Regular	0.00	21.18	100991
103063	RESERVE ACCOUNT	10/23/2020	Regular	0.00	400.00	100992
403995	ROCKY MOUNTAIN INFORMATIO	10/23/2020	Regular	0.00	100.00	100993
101369	SAFEGUARD WEB & GRAPHICS	10/23/2020	Regular	0.00	525.60	100994
103241	SBC GLOBAL SERVICES IN LD	10/23/2020	Regular	0.00		100995
101210	SBC GLOBAL SERVICES INC	10/23/2020	Regular	0.00	3,959.03	
405081	SHERMARK DISTRIBUTORS INC	10/23/2020	Regular	0.00		100997
404187	SHOAF, BRIAN ALLEN	10/23/2020	Regular	0.00		100998
102461	SIERRA CONTROL SYSTEMS	10/23/2020	Regular	0.00	891.67	
405804	Silvercreek Tire LLC	10/23/2020	Regular	0.00		101000
404195	SOUTHERN GLAZERS WINE & S	10/23/2020	Regular	0.00	843.40	
403234	SPALLONE, DOMINIC J III	10/23/2020	Regular	0.00	255.90	
101717	ST CO SCHOOL DISTRICT	10/23/2020	Regular	0.00	250.00	
101726	ST CO SENIOR CENTER(VC)	10/23/2020	Regular	0.00	12,501.02	
402848	STAFFORD, MARK	10/23/2020	Regular	0.00	10,055.00	101002

10/23/2020 9:27:57 AM Page 2 of 4

Check Register

Packet: APPKT02395-2020-10-23 AP Payments

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405475	Staples Contract & Commercial, Inc	10/23/2020	Regular	0.00	559.83	101006
403892	SUN PEAK ENTERPRISES	10/23/2020	Regular	0.00	740.00	101007
404675	SUPERIOR POOL PRODUCTS	10/23/2020	Regular	0.00	99.50	101008
405124	TERRY, SHIRLEY	10/23/2020	Regular	0.00	1,210.00	101009
405997	The Divide LLC	10/23/2020	Regular	0.00	320.00	101010
406016	The Great Basin Community Food Co	10/23/2020	Regular	0.00	500.00	101011
405589	Thompson Garage Doors	10/23/2020	Regular	0.00	204.65	101012
403728	UNITED SITE SERVICES OF NEVADA	10/23/2020	Regular	0.00	1,673.65	101013
405479	US Imaging Inc	10/23/2020	Regular	0.00	2,221.31	101014
405735	VC Tours LLC	10/23/2020	Regular	0.00	517.00	101015
403983	VCTC	10/23/2020	Regular	0.00	120.00	101016
403983	VCTC	10/23/2020	Regular	0.00	100.00	101017
403894	VIRGINIA & TRUCKEE RR CO, INC.	10/23/2020	Regular	0.00	558.00	101018
405574	Washoe County Forensic Science Div	10/23/2020	Regular	0.00	600.00	101019
103080	WATERS SEPTIC TANK SV DBA	10/23/2020	Regular	0.00	740.00	101020
101809	WEDCO INC	10/23/2020	Regular	0.00	116.10	101021
103237	WESTERN ENVIRONMENTAL LAB	10/23/2020	Regular	0.00	1,093.88	101022
101920	WESTERN NEVADA SUPPLY CO	10/23/2020	Regular	0.00	610.09	101023
405919	Williams Scotsman, Inc	10/23/2020	Regular	0.00	754.12	101024
404295	WELLS ONE COMMERCIAL CARD	10/23/2020	Bank Draft	0.00	8,175.70	DFT0000621

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	228	132	0.00	490,204.73
Manual Checks	þ	0	0.00	0.00
Voided Checks	þ	2	0.00	0.00
Bank Drafts	24	1	0.00	8,175.70
EFT's	0	0	0.00	0.00
	252	135	0.00	498.380.43

Approved by the Storey (ounty Board of Commissioners:
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Chairman	Commissioner	Commissioner
Comptroller		<u>/0-23-7070</u> Date
Treasurer		Date

Fund Summary

 Fund
 Name
 Period
 Amount

 999
 Pooled Cash Account
 10/2020
 498,380.43

 498,380.43
 498,380.43



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11-02-2020	Estimate of time required: 0 - 5
Agenda: Consent [X] Regular agend	a[] Public hearing required[]
1. Title: Business License First Readin	ngs Approval
2. Recommended motion: None requapprove all first readings (if rem	ired (if approved as part of the Consent Agenda) I move to moved from consent agenda by request).
3. Prepared by: Ashley Mead	
Department: Community Development	ment Telephone: 847-0966
 Staff summary: First readings of su on the consent agenda. The app meeting for approval. 	abmitted business license applications are normally approved blications are then submitted at the next Commissioner's
5. Supporting materials: See attached	i Agenda Letter
6. Fiscal impact:	
Funds Available:	Fund: Comptroller
7. Legal review required:	District Attorney
8. Reviewed by: X Department Head	Department Name: Community Development
County Manager	Other agency review:
9. Board action: [] Approved [[] Denied [Approved with Modifications Continued

Agenda Item No. 5 II

Storey County Community Development



110 Toll Road ~ Gold Hill Divide P O Box 526 ~ Virginia City NV 89440 (775) 847-0966 ~ Fax (775) 847-0935 CommunityDevelopment@storeycounty.org

To: Vanessa Stephens, Clerk's office

Austin Osborne, County Manager

October 22, 2020

Via Email

Fr:

Ashley Mead

Please add the following item(s) to the November 2, 2020

COMMISSIONERS Consent Agenda:

LICENSING BOARD FIRST READINGS:

- A. Byers Industrial Services, LLC Contractor / 1100 Grant Ave. ~ Franklinville, NJ
- B. Encor Solar LLC Contractor / 3401 N. Thanksgiving Way #150 ~ Lehi, UT
- C. Geodis Logistics LLC Out of County / 7101 Executive Center Dr. Ste 333 ~ Brentwood, TN
- **D. Raptors Live LLC** General / 80 S. C St. ~ Virginia City, NV
- E. Sabic Innovative Plastics US LLC Out of County / 2500 City West Blvd. Ste. 100 ~ Houston, TX
- F. Southland Industries Contractor / 12131 Western Ave. ~ Garden Grove, CA
- G. Trivium Packaging USA Inc. General / 775 Waltham Way Ste 101 ~ McCarran, NV

Ec: Community Development Commissioner's Office

Planning Department Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/02/20	Estimate of time required: 20 min.
Agenda: Consent [] Regular agenda [x] Public hearing required [x]
Director of the State of Nevada Departn pertaining to the issuance of industrial damount not to exceed \$20,000,000 for the costs of (i) constructing, improving, waste into renewable fuel products local Drive in the Tahoe-Reno Industrial Cenequipping of the facility used for prelimapproximately 10.0-acre site at 350 Sad	ion: Approval of Resolution No. 20 593 on the request by the ment of Business and Industry to approve the Findings of Fact levelopment revenue bonds in one or more issues in an aggregate he purpose of assisting in the financing or refinancing of a portion of and equipping a facility to be used for converting municipal solid ted on an approximately 19.4-acre site to be located at 3600 Peru ter, Storey County, Nevada and/or (ii) the improvements to and inary sorting and processing of municipal solid waste located on an dle Court in Mustang, Storey County, Nevada. The project will be C, and operated by Fulcrum BioEnergy, Inc. Approval of the Board 349.580(2).
Resolution No on the reques Industry to approve the Findings of Facin one or more issues in an aggregate a financing or refinancing of a portion of be used for converting municipal solid 19.4-acre site to be located at 3600 Peruand/or (ii) the improvements to and equipmunicipal solid waste located on an ap County, Nevada. The project will be o	I on the recommendation by staff, I [county commissioner] approve to by the Director of the State of Nevada Department of Business and to pertaining to the issuance of industrial development revenue bonds amount not to exceed \$20,000,000 for the purpose of assisting in the of the costs of (i) constructing, improving, and equipping a facility to distribute a prive in the Tahoe-Reno Industrial Center, Storey County, Nevada appring of the facility used for preliminary sorting and processing of proximately 10.0-acre site at 350 Saddle Court in Mustang, Storey wind by Fulcrum Sierra Holdings, LLC, and operated by Fulcrum of Finance is required pursuant to NRS 349.580(2).
3. Prepared by: Austin Osborne	
4. Department : County Manager	<u>Telephone</u> : 775.847.0968
revenue bonds that will assist with fi	p Fulcrum Sierra Holdings qualify for state industrial development nancing or refinancing certain construction, improvement, and vaste-to-fuel refinery facility at TRI-Center.
6. Supporting materials: Enclosures: (A) Resolution Draft; (B) Findings Report; (C) Resources Links.
7. Fiscal impact:	
Funds Available:	Fund: Comptroller
8. <u>Legal review required:</u>	Yes District Attorney
9. <u>Reviewed by</u> : Department Head	Department Name:
_@' County Manager	Other agency review:
10. Board action: [] Approved [] Denied	[] Approved with Modifications [] Continued Agenda Item No.

STATE OF NEVADA



DEPARTMENT OF BUSINESS AND INDUSTRY OFFICE OF THE DIRECTOR

MEMORANDUM OF FINDINGS

TO:

Nevada State Board of Finance and Storey County Board of County

Commissioners

FROM:

Terry J. Reynolds, Director, State of Nevada Department of Business

and Industry

DATE:

October 16, 2020

RE:

Memorandum of the Director Substantiating Findings Pursuant to Nevada Revised Statutes 349.580(2) and 349.590 relating to the issuance of industrial revenue bonds for the Fulcrum Biorefinery and Feedstock Processing Facility

Project

BACKGROUND

Nevada Revised Statutes (NRS) 349.400 through 349.670, inclusive, (the "Act") authorize the Director of the State of Nevada Department of Business and Industry (the "Director") to issue industrial development revenue bonds for financing projects owned, operated, or used by one or more obligors for industrial uses, including assembling, fabricating, manufacturing, processing or warehousing.

The Nevada State Board of Finance (the "Board of Finance") and the Board of County Commissioners of Storey County, Nevada (the "County Commissioners") are being asked to approve findings of the Director in connection with a proposed issuance of approximately \$20,000,000 Director of the State of Nevada Department of Business and Industry Environmental Improvement Revenue Bonds (Fulcrum Sierra Holdings, LLC Project), Series 2020 (Green Bonds) in one or more series or issues (the "Bonds"). Currently the Director expects to issue the Bonds in November or December 2020, contingent upon satisfaction of the conditions set forth herein. Fulcrum Sierra Holdings, LLC, a Delaware limited liability company, validly authorized to do business under the laws of the State of Nevada ("Fulcrum") has requested that the Director issue the Bonds on its behalf. Proceeds from the sale of the Bonds will be used for the purpose of assisting in the financing or refinancing of a portion of the costs of (i) constructing, improving and

equipping a facility owned by Fulcrum Sierra BioFuels, LLC (the "Project Company") and operated by Fulcrum BioEnergy, Inc. (the "Operator") to be used for converting municipal solid waste into renewable fuel products located on an approximately 19.4-acre site located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, Storey County, Nevada (the "Biorefinery") and/or (ii) the improvements to and equipping of the facility owned by the Project Company and operated by the Operator used for preliminary sorting and processing of municipal solid waste located on an approximately 10.0-acre site located at 350 Saddle Court in Mustang, Storey County, Nevada (the "Feedstock Processing Facility" and, together with the Biorefinery, the "Project").

The additional improvements to the Project being financed or refinanced with the proceeds of the Bonds, the Series 2019 Bonds (defined below), and other moneys are expected to include (i) the construction of an expansion of the Feedstock Processing Facility to increase and enhance the quality of the Feedstock Processing Facility's production, (ii) the acquisition and installation of feedstock drying equipment at the Biorefinery to increase the Biorefinery's efficiency, (iii) the installation of an oxygen supply facility at the Biorefinery to improve the Biorefinery's gasification process, (iv) the acquisition and installation of electrical equipment at the Biorefinery to enable the Biorefinery to purchase solar energy, and (v) the acquisition and installation of fuel upgrading equipment at the Biorefinery to allow the Biorefinery to produce a finished fuel product (collectively, the "Additional Improvements"). Proceeds of the Bonds will be used to finance the improvements to the Project, pay capitalized interest on the Bonds, fund certain reserves relating to the Bonds, and pay certain issuance expenses of the Bonds. The Operator will also make an additional equity contribution of approximately \$15,000,000 for the costs of the Project. Bonds in the aggregate principal amount of up to \$20,000,000 (excluding any original issue premium or discount) may be issued with respect to either component of the Project identified herein; however, the aggregate amount of Bonds to be issued for the Project will not be greater than \$20,000,000.

The Board of Finance and the County Commissioners previously approved certain findings of the Director, dated July 14, 2017, relating to the Director's \$150,000,000 Environmental Improvement Revenue Bonds (Fulcrum Sierra BioFuels, LLC Project), Series 2017 (Green Bonds) issued on October 27, 2017, and certain findings of the Director, dated November 27, 2017, relating to the Director's \$21,960,000 Environmental Improvement Revenue Bonds (Fulcrum Sierra BioFuels, LLC Project), Series 2017A (Green Bonds) issued on December 21, 2017 and the Director's \$3,040,000 Environmental Improvement Revenue Bonds (Fulcrum Sierra BioFuels, LLC Project), Series 2018 (Green Bonds) issued on March 6, 2018 (collectively, the "Project Bonds"). The proceeds of the Project Bonds were loaned to the Project Company to finance a portion of the costs of the acquisition, construction, and equipping of the Project. Fulcrum is the sole member of Fulcrum Sierra Finance Company, LLC, a Delaware limited liability company ("Sierra Finance"), which is the sole member of the Project Company.

The Board of Finance and the County Commissioners also previously approved certain findings of the Director, dated July 25, 2018, relating to the Director's \$44,000,000 Environmental Improvement Revenue Bonds (Fulcrum Sierra Holdings, LLC Project), Series 2018 (Green Bonds) issued on September 6, 2018 (together the "Initial Holdings Bonds"). The proceeds of the Initial

Holdings Bonds were loaned to Fulcrum to finance a portion of the additional costs of certain upgrades to the Project. Such upgrades included (i) the construction of a water treatment facility that will enable the Project Company to recycle water and reduce its water consumption by approximately 48 million gallons per year (or approximately 50% of its expected water consumption per year), which will address the growing concern with respect to the increased burden on local groundwater wells and the Truckee River and decrease the burden on local sewage and treatment facilities and (ii) the acquisition and installation of additional trommel screens and dryers that will enhance the processing of the feedstock.

The Board of Finance and the County Commissioners also previously approved certain findings of the Director, dated as of July 26, 2019, relating to the Director's \$50,000,000 Environmental Improvement Revenue Bonds (Fulcrum Sierra Holdings, LLC Project), Series 2019 (Green Bonds) issued on September 5, 2019 (the "Series 2019 Bonds"). The proceeds of the Series 2019 Bonds were loaned to Fulcrum to finance a portion of the costs of the Additional Improvements.

Fulcrum submitted its application for this industrial development bond financing to the Director on September 21, 2020 (the "Application"). A summary memorandum of the Application and proposed financing prepared by the financial advisor to the Director is attached hereto as Exhibit A. The Director and Fulcrum signed a Letter Agreement dated September 29, 2020, setting forth certain requirements and fees to be paid by Fulcrum for the bond financing. Pursuant to NRS 349.585 the Director has received approval of the Office of Economic Development to finance or refinance the Project in the form attached hereto as Exhibit B. A public hearing to receive public comment regarding the issuance of the Bonds and necessary to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "TEFRA Hearing") was held on June 28, 2019. Upon approval of the Findings, the Director expects to issue a certificate of private activity bond volume cap allocation for the Project. The Director has also received the resolution in support of the Project from the County attached hereto as Exhibit C. Subject to final approval from the Board of Finance and the County Commissioners, the Bonds will be sold in a negotiated, limited public offering and are expected to be issued in November or December 2020, subject to market conditions.

As a further condition to the issuance of the Bonds, Fulcrum must obtain the consent from the beneficial owners of at least a majority of the aggregate principal amount of the Initial Holdings Bonds and the Series 2019 Bonds (the "Majority Holders") and Indian Harbor Insurance Company (the "Performance Insurer") to amend the definition of "Additional Obligations" contained in the First Amendment to Financing Agreement, dated as of August 1, 2019 (the "First Amendment to Financing Agreement"), to allow Fulcrum to incur Additional Obligations on parity with the Initial Holdings Bonds and the Series 2019 Bonds up to an amount of \$20,000,000 prior to substantial completion of the Project provided that Fulcrum and Leidos Engineering, LLC, the engineer for the Project, deliver certificates (based on reasonable projections known at the time of the delivery of such certificates of revenues and operating expenses of Fulcrum) stating that for each fiscal year during which the Bonds will be outstanding, the Project's debt service coverage ratio is projected

to exceed 3.00:1.00. Fulcrum has projected that the Project's debt service coverage ratio will exceed 3:00:1:00 due to (i) the proposed upgrades to the Project including a reduction in the Biorefinery's carbon intensity score relating to the ability to purchase solar energy after the proposed installation of electrical equipment at the Biorefinery and (ii) an approximately \$7.7 million equity contribution from the Operator to Fulcrum that will be used to reduce the Project's debt service in 2020 and 2021. See Exhibit A for a copy of the projections of the Company and a summary of the status of the Project. After receipt of the consent of the Majority Holders to amend the definition of Additional Obligations contained in the First Amendment to Financing Agreement, to be dated on or prior to the date of issuance of the Bonds (the "Third Amendment to Financing Agreement"), a form of which is on file with the Ex-Officio Secretary of the Board of Finance and the County Manager of Storey County as described herein.

The Bonds and the interest due thereon will not be an obligation, debt or liability of the State of Nevada or the Director and will not constitute or give rise to any pecuniary liability or charge against the credit of the Director or the credit or taxing power of the State of Nevada, but will be a limited obligation payable solely from loan payments made by Fulcrum, the guaranty of the Operator and other revenues derived from the financing. Unlike the Project Bonds, which are secured by a mortgage covering the Project, the Bonds cannot be secured by a mortgage on the Project due to certain restrictions required by the owners of the Project Bonds and, pursuant to NRS 349.620(1)(a), the Director has not required that a mortgage be delivered to cover the Project. However, in order to provide additional security for the Bonds, Fulcrum will deliver a technology performance insurance policy with respect to the Bonds from the Performance Insurer and a pledge of the membership interests of the Operator in Fulcrum and Fulcrum in Sierra Finance.

As a prerequisite to the issuance of the Bonds, attached are findings of the Director as required by NRS 349.580(2) (the "Findings") for approval by the Board of Finance and the County Commissioners. Additional considerations of the Director as set forth in NRS 349.590 (the "Additional Considerations") are also attached.

Additional documents relevant to the Findings and Additional Considerations have been placed on file with the Ex-Officio Secretary of the Board of Finance and the County Manager of Storey County and are available for review by the Board of Finance and the County Commissioners. A list of such additional documents is attached to the Findings. The Findings are based on the totality of the record, and the Director has not attempted to list each element of the record which has led to each of the determinations made in the Findings. The Director, in consultation with financial professionals, legal counsel and bond counsel, represents that the Findings comply with NRS 349.580(2) and recommends approval of the Findings by the Board of Finance and the County Commissioners for the issuance of the Bonds.

If the Board of Finance and the County Commissioners approve the Findings as required by law, the financing may proceed. Issuance of the Bonds as tax-exempt obligations is contingent upon the satisfaction of the following conditions:

- Receipt of an unqualified opinion from Gilmore & Bell, P.C., bond counsel to the 1. State of Nevada Department of Business and Industry, that interest on the Bonds will be taxexempt for federal tax purposes. This opinion will be in a standard form acceptable to the financial market. The financing will not go forward unless such opinion is delivered.
- 2. The issuance by the Director of a certificate of private activity bond volume cap allocation.
- Receipt of the consent of the Majority Holders and the Performance Insurer to the 3. execution and delivery of the Third Amendment to Financing Agreement.
- The final agreements related to the Bonds will be in forms acceptable to the Director and its legal counsel.

FINDINGS OF THE DIRECTOR OF THE STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY PURSUANT TO NEVADA REVISED STATUTES 349.580(2) RELATING TO THE FINANCING OF AN INDUSTRIAL DEVELOPMENT PROJECT TO BE LOCATED IN STOREY COUNTY, NEVADA

WHEREAS, Fulcrum Sierra Holdings, LLC, a Delaware limited liability company validly authorized to do business under the laws of the State of Nevada ("Fulcrum") has submitted its application dated September 21, 2020, as amended (the "Application"), to the Director of the State of Nevada Department of Business and Industry (the "Director") for the issuance of industrial development revenue bonds in an amount not to exceed \$20,000,000 (excluding any original issue premium or discount) (the "Bonds"); and

WHEREAS, proceeds from the sale of the Bonds will be used for the purpose of assisting in the financing or refinancing of a portion of the costs of (i) constructing, improving and equipping a facility owned by Fulcrum Sierra Biofuels, LLC (the "Project Company") and operated by Fulcrum BioEnergy, Inc. (the "Operator") to be used for converting municipal solid waste into renewable fuel products located on an approximately 19.4-acre site located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, Storey County, Nevada (the "Biorefinery") and/or (ii) the improvements to and equipping of the facility owned by Fulcrum and operated by the Operator used for preliminary sorting and processing of municipal solid waste located on an approximately 10.0-acre site located at 350 Saddle Court in Mustang, Storey County, Nevada (the "Feedstock Processing Facility" and, together with the Biorefinery, the "Project"). improvements to the Project being financed or refinanced with the proceeds of the Bonds and other moneys are expected to include the construction of an expansion of the Feedstock Processing Facility to increase and enhance the quality of the Feedstock Processing Facility's production, the acquisition and installation of feedstock drying equipment at the Biorefinery to increase the Biorefinery's efficiency, the installation of an oxygen supply facility at the Biorefinery to improve the Biorefinery's gasification process, the acquisition and installation of electrical equipment at the Biorefinery to enable the Biorefinery to purchase solar energy, and the acquisition and installation of fuel upgrading equipment at the Biorefinery to allow the Biorefinery to produce a finished fuel product. Bonds in the aggregate principal amount of up to \$20,000,000 (excluding any original issue premium or discount) may be issued with respect to either component of the Project identified herein; however, the aggregate amount of Bonds to be issued for the Project will not be greater than \$20,000,000; and

WHEREAS, the Director has authority to issue the Bonds pursuant to the Nevada Revised Statues, including Sections 349.400 through 349.670, inclusive, thereof (the "Act"); and

WHEREAS, Fulcrum, the Project Company, the Operator, and other interested parties have prepared and submitted to the Director certain reports, records and other information related to the Project, and the Director has reviewed such reports, records and other information and has otherwise investigated the facts concerning the Project to enable the Director to make the following findings in accordance with the Act;

NOW, THEREFORE, pursuant to Section 349.580(2) of the Act, the Director hereby finds and determines as follows (the "Findings"):

- 1. Pursuant to Section 349.580(2)(a) of the Act, based on the Application and other documents on file with the Director, the Project consists of land, buildings and other improvements and all real and personal property necessary in connection therewith (excluding inventories, raw materials, and working capital) which is suitable for construction, improvement, preservation, restoration, rehabilitation or redevelopment of an industrial or other commercial enterprise.
- 2. Pursuant to Section 349.580(2)(b) of the Act, based on the Application, and other documents on file with the Director, the Project will provide significant public benefits. The public benefits include an approximately \$519 million investment in the Project (\$35 million of which is attributable to the proposed financing) located in Storey County, Nevada (the "County") which is expected to add approximately (a) 695 construction jobs (140 of which are attributable to the proposed financing); (b) 123 permanent, direct jobs (three of which are attributable to the proposed financing) and (c) more than 1,150 indirect jobs (50 of which are attributable to the proposed financing) and provide other economic benefits to the County. In addition, a portion of the Bonds will be used to acquire and install electrical equipment that is necessary to utilize renewable solar power from a solar project located in the Tahoe-Reno Industrial Center that will enable the Biorefinery and the Feedstock Processing Facility to source 100% of its electricity requirements from clean, renewable solar power. See Exhibit A for a summary of estimated economic benefits.
- Pursuant to Section 349.580(2)(c) of the Act, based on the Application, financial statements of Fulcrum, the Project Company, and the Operator, a technology performance insurance policy to be entered into by Indian Harbor Insurance Company, UMB Bank, n.a., as successor to The Bank of New York Mellon Trust Company, N.A., as collateral agent (the "Collateral Agent"), and the Borrower in connection with the issuance of the Bonds, and other documents on file with the Director, Fulcrum, the Project Company and the Operator have sufficient financial resources to place the Project in operation, continue or cause the operations conducted at the Project to be continued, and meet the obligations of (a) Fulcrum under the Financing Agreement, dated as of September 1, 2018, as amended by a First Amendment to Financing Agreement, dated as of August 1, 2019, a Second Amendment to Financing Agreement, dated as of September 1, 2019, a Third Amendment to Financing Agreement to be entered into prior to the issuance of the Bonds, and a Fourth Amendment to Financing Agreement to be entered into in connection with the issuance of the Bonds (collectively, the "Financing Agreement"), and (b) the Operator under the Guaranty Agreement, dated as of September 1, 2018, as amended by a First Amendment to Guaranty Agreement, dated as of September 1, 2019, and a Second Amendment to Guaranty Agreement to be entered into in connection with the issuance of the Bonds (collectively, the "Guaranty").
- 4. Pursuant to Section 349.580(2)(d) of the Act, based on the Financing Agreement, the Trust Indenture, dated as of September 1, 2018, as supplemented by a First Supplement to Trust Indenture, dated as of September 1, 2019, and a Second Supplement to Trust Indenture to be

entered into by the Director and UMB Bank, n.a., as trustee (the "Trustee") in connection with the issuance of the Bonds (together, the "Indenture"), and other financing documents on file with the Director, there are sufficient safeguards to assure that all money provided by or through the State of Nevada Department of Business and Industry will be expended solely for the purposes of the Project, including (a) certain provisions in the Financing Agreement and other financing documents that have been or will be entered into in connection with the issuance of the Bonds which set forth procedures ensuring that such moneys shall only be used to pay for certain costs relating to the acquisition, construction, improvement and equipping of the Project, and (b) the appointment of UMB Bank, n.a., as the Trustee and the Collateral Agent with respect to the Bonds to ensure such procedures are correctly followed. See Exhibit F hereto for related document extracts.

- 5. Pursuant to Section 349.580(2)(e) of the Act, based on the Application, a special use permit issued by the County and other documents on file with the Director, the Project will be compatible with the existing facilities in the area adjacent to the location of the Project.
- 6. Pursuant to Section 349.580(2)(f) of the Act, based upon the Application, including the table of governmental approvals and opinions of counsel to Fulcrum attached thereto, the certificate of Fulcrum attached hereto as Exhibit G and other documents on file with the Director, the Project has received all approvals by local, state and federal governments which may be necessary at this time to proceed with the construction, improvement, rehabilitation or redevelopment of the Project.
- 7. Pursuant to Section 349 580(2)(g) of the Act, by submission of the Application for financing, Fulcrum has requested the Director to issue the Bonds to assist in the financing or refinancing of the Project.

ADDITIONAL CONSIDERATIONS OF THE DIRECTOR OF THE STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY PURSUANT TO NEVADA REVISED STATUTES 349.590 RELATING TO THE FINANCING OF AN INDUSTRIAL DEVELOPMENT PROJECT TO BE LOCATED IN STOREY COUNTY, NEVADA

Pursuant to NRS 349.590, as additional considerations required for the approval and issuance of the Bonds, the Director has determined the following (the "Additional Considerations"). The Director hereby requests the Board of Finance to make the same determinations.

- 1. Pursuant to Section 349.590(1) of the Act, based upon the Application, and other documents on file with the Director, the total amount of funds necessary to be provided by the Director through the issuance of the Bonds shall not exceed \$20,000,000 (exclusive of any original issuance premium or discount).
- 2. Pursuant to Section 349.590(2)(a) of the Act, the Director has received a 5-year operating history from each of Fulcrum, the Project Company, and the Operator, either on an individual or consolidated basis. Further the Director has received assurances based on covenants in the Indenture that all the Bonds will be sold only to qualified institutional buyers as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act") and/or accredited investors as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the Securities Act in minimum denominations of \$100,000.
- 3. Pursuant to Section 349.590(3) of the Act, based upon the Application and other documents on file with the Director, Fulcrum, the Project Company, and the Operator are not currently rated by Moody's Investors Service, S&P Global Ratings, or Fitch Ratings, Inc.
- 4. Pursuant to Section 349 590(4) of the Act, based upon the Application and other documents on file with the Director, there are no existing facilities of a like nature within the County. The Director is not prohibited from financing the Project as provided in NRS 349.565.
- 5. Pursuant to Section 349.590(5) of the Act, the Director has considered the extent to which the Project is affected by various federal, state and local governmental action, activities, programs and development and has determined to issue the Bonds, including the consideration that the U.S. Department of Defense is providing a grant of up to \$70 million for the Project and that the Project is deemed a National Security Program.
- 6. Pursuant to Section 349.590(6) of the Act, none of Fulcrum, the Project Company, or the Operator have maintained facilities appropriate to the community in Nevada for longer than ten years, but have maintained facilities since 2016.

These Findings and Additional Considerations are made only for the purposes of Sections 349.580 and 349.590, respectively, of the Act and do not constitute a guarantee of financial results

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with respect to the Project or otherwise with respect to the business prospects of Fulcrum, the Project Company, or the Operator. These Findings are not intended as an analysis of the Bonds as investments or intended to be relied upon by investors. 10

NOW, THEREFORE, the Director hereby requests, pursuant to Sections 349.580 and 349.590 of the Act, that the Nevada State Board of Finance and the Board of County Commissioners of Storey County, Nevada approve the Findings as set forth above and evidence such approval by execution of the certificate and adoption of the resolution, respectively, each in the respective form attached hereto as Exhibit H.

Dated this It day of Oct., 2020

DIRECTOR OF THE STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY

Terry J. Reynolds

Director

LIST OF EXHIBITS

EXHIBIT A	Financial Advisor Memorandum
EXHIBIT B	Office of Economic Development Approval
EXHIBIT C	County Support Resolution
EXHIBIT D	Reserved
EXHIBIT E	Governor's Certificate regarding the issuance of the Bonds for TEFRA Hearing
	Purposes
EXHIBIT F	Document Extracts Regarding Use of Funds
EXHIBIT G	Certificate of Fulcrum Regarding Federal, State & Local Approvals
EXHIBIT H	Form of Certificate of Approval by the State Board of Finance and Resolution of
	Approval by the County Commissioners

ADDITIONAL DOCUMENTS ON FILE

- 1. Revenue Bonds for Industrial Development Act (NRS 349.400 349.670)
- 2. Regulations Pertaining to the Act (NAC 349.010-349.080)
- 3. Fulcrum Application
- 4. Trust Indenture, dated as of September 1, 2018, between the Director and the Trustee
- 5. First Supplement to Trust Indenture, dated as of September 1, 2019, between the Director and the Trustee
- 6. Second Supplement to Trust Indenture (draft), between the Director and the Trustee
- 7. Financing Agreement, dated as of September 1, 2018, between the Director and Fulcrum
- 8. First Amendment to Financing Agreement, dated as of August 1, 2019, between the Director and Fulcrum
- 9. Second Amendment to Financing Agreement, dated as of September 1, 2019, between the Director and Fulcrum
- 10. Third Amendment to Financing Agreement (draft), between the Director and Fulcrum
- 11. Fourth Amendment to Financing Agreement (draft), between the Director and Fulcrum
- 12. Second Amended and Restated Collateral Agency and Account Agreement (draft), between Fulcrum and the Collateral Agent
- 13. Preliminary Limited Offering Memorandum (draft), relating to the Bonds
- 14. Bond Purchase Agreement (draft), among the Director, Fulcrum and the underwriters named therein
- 15. Guaranty Agreement, dated as of September 1, 2018, of the Operator
- 16. First Amendment to Guaranty Agreement, dated as of September 1, 2019, of the Operator
- 17. Second Amendment to Guaranty Agreement (draft), of the Operator

EXHIBIT A

FINANCIAL ADVISOR MEMORANDUM

(Attached)

A-1



AN INDEPENDENT MUNICIPAL FINANCIAL ADVISORY

AND CONSULTING FIRM

October 16, 2020

Terry J. Reynolds
Deputy Director
Nevada Department of Business & Industry
1830 College Pkwy Ste# 100
Carson City, NV 89706

Re:

Fulcrum Sierra Holdings, LLC (Fulcrum BioEnergy, Inc.)

Environmental Improvement Revenue Bonds

Deputy Director Reynolds:

Acting in its capacity as Financial Advisor ("FA") to the Nevada Department of Business & Industry ("B&I"), Lewis Young Robertson & Burningham, Inc. ("LYRB") is providing this letter to complement your Findings to be submitted to the Board of Finance addressing the Fulcrum Sierra Holdings, LLC ("Fulcrum Holdings") financing application and the proposed issuance by the Director of the B&I of up to \$20,000,000 Environmental Improvement Revenue Bonds (Fulcrum Sierra Holdings, LLC Project), Series 2020 ("Series 2020 Bonds") (industrial development revenue bonds) to finance the Project, as more fully described below.

The proposed financing of the Series 2020 Bonds is in concert with the previous five financings completed since 2017 totaling \$269,000,000 of Environmental Improvement Revenue Bonds. As Fulcrum continues to discover efficiencies in engineering and operations of the plant, along with reducing dependency on outside services and vendors, Fulcrum Holdings is seeking additional funding to fund existing construction of capital improvements required to access renewable power from a nearby solar project along with project enhancements, including the Feedstock Processing Facility ("FPF") expansion that increase and enhance the quality of the FPF's production, acquisition and installation of feedstock drying equipment at the Biorefinery to increase the Biorefinery's efficiency, construction of the oxygen supply facility and of fuel upgrading equipment at the Biorefinery to allow the Biorefinery to produce a finished fuel product (100% jet fuel), as well as provide additional contingency. These enhancements will continue to make the plant more efficient through reduced operating costs which increases the cash flow and security for all bondholders while streamlining the processing of materials onsite. These additional improvements will also provide more opportunity to distribute biofuels within the Nevada market. As a part of the 2020 financing, Fulcrum BioEnergy will contribute \$15,000,000 in equity towards the Project.

Fulcrum Holding's assets consist of its ownership interest in its subsidiaries and the realized revenues from those projects. As such, Fulcrum Holdings is limited in its ability to secure additional bonds. The Series 2020 Bonds will be secured as described below. LYRB is tasked, along with Gilmore & Bell, P.C., with reviewing Fulcrum Holding's application and supplemental materials with respect to the validity of the application in concert with your Findings. This letter highlights segments of the review process.



Financing Request

The 2020 financing application is a mirror image of the 2019 financing application. In 2019, the applicant requested a bond financing of \$70 million. Wherein the then existing bond holders only approved \$50 million of the requested allotment, the applicant is revisiting the request for the remaining \$20 million. There are a few changes to the information at this time which will be further discussed below:

- The applicant will need bondholder consent from a majority of the bondholders to issue the requested \$20 million
- The applicant has reduced its carbon footprint which will increase revenues realized as "credits" from sales in California and will reduce operating expenses
- The timing of the Project has slightly shifted which has delayed some of the financial projections
- To support the Project financing, Fulcrum BioEnergy will be infusing \$15MM of new equity into the financing stack that will cover capitalized interest, defeasing debt and capital expenditures.

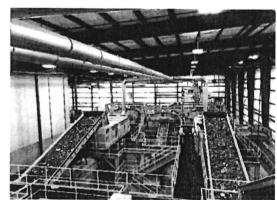
Original Project Introduction

Fulcrum Sierra BioFuels, LLC (the "Project Company") is a single-purpose Delaware limited liability company formed in 2008, to develop, construct, install, equip, commission, own and operate the Sierra BioFuels Plant which is composed of the Feedstock Processing Facility ("FPF") and the Biorefinery (each as defined below) ("Sierra"), in Storey County, Nevada.



Sierra will convert approximately 175,000 tons per year of processed municipal solid waste ("MSW"), or household garbage, into approximately 11.0 million gallons per year of syncrude utilizing gasification and Fischer-Tropsch ("FT") technologies. The syncrude can then be processed into low-carbon transportation fuel products by standard refining subsystems. Sierra will be constructed in two phases,

Phase 1 of Sierra is the feedstock processing facility (the "FPF") where MSW delivered by the Project Company's waste services partners will be sized, sorted and processed into a prepared MSW feedstock. The FPF is being constructed in two stages, the first of which has been in operation since 2016 and achieved FPF Substantial Completion on January 1, 2018. Construction of the first stage of the FPF ("Stage 1") was financed through equity contributions by Fulcrum and refinanced in part with proceeds of the DoD Award. Stage 2 began in the second quarter of 2018 and included improvements to the FPF and the acquisition and installation of additional equipment at the FPF to prepare MSW feedstock for the Biorefinery.



Processing System

Phase 2 of Sierra is the biorefinery (the "Biorefinery") where the prepared MSW feedstock produced at the FPF will be converted into a low-carbon, renewable synthetic crude oil ("syncrude"). The syncrude product will then be sold to Tesoro Refining and Marketing Company, LLC ("Andeavor Offtaker"), a subsidiary of Andeavor ("Andeavor"), and transported to an Andeavor refinery to be further processed into transportation fuels, including gasoline and diesel fuel. In October 2018, Marathon Petroleum Corp. ("Marathon") acquired Andeavor, which included the acquisition of Andeavor Offtaker. The acquisition created the largest refining company in the United

States in terms of capacity. Marathon is now the leading refining, midstream, and marketing company in the U.S.. This merger expanded Marathon's operations across key markets nationwide, combining the strong position it has historically enjoyed east of the Mississippi with the western United States presence that Andeavor has built over time. In refining, Andeavor's facilities in California, the Mid-Continent and the Pacific Northwest complement Marathon's existing Gulf Coast and Midwest footprint, and will make the combined company the No. 1 U.S. refiner by capacity and a top five refiner globally with throughput capacity of more than 3 million barrels per day.

Fulcrum entered into an Engineering, Procurement and Construction ("EPC") Contract with Aquatech International, LLC as the EPC Contractor for the construction of the Biorefinery and a full notice to proceed was delivered to the EPC Contractor on October 31, 2017. The Biorefinery is expected to begin operations in summer 2021. A more detailed timeline summary is outline below.

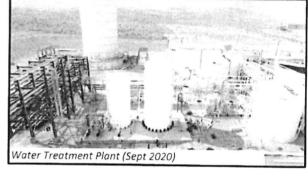
<u>"Phase 3"</u> has been the continued effort to value engineer the Project. By adding the additional energy saving assets and streamlining operations, the overall Project operations continues to be improved which enhances the cashflow for the Bonds. Such improvements are reducing its carbon footprint, reducing energy consumption, reducing impact on local municipal water and sewer infrastructure and increasing revenues.

Additional Project Components

In addition to the Project described above, these additional assets have been constructed to improve operations, reduce the impact on municipal services and reduce costs.

The Biorefinery includes a stand-alone water treatment plant (the "Water Treatment Plant") constructed by Aquatech International, LLC (the "WT EPC Contractor"). The Water Treatment Plant enables Sierra to recycle water and reduce its water consumption by approximately 48 million gallons per year. The Water Treatment Plant was deemed

mechanically complete on April 3, 2020 and is currently being commissioned by the WT EPC Contractor. The oxygen ("O2") used at the Biorefinery will be generated on-site in two vacuum pressure swing adsorption units (the "Oxygen Plant"). The Oxygen Plant will produce gaseous O2 to the gasification processes at a minimum purity of 93 mole percent. The Oxygen Plant was deemed to be mechanically complete in January 2020.





Sierra Project Costs

The total estimated cost for Sierra is approximately \$519 million,

\$437million of which has already been spent as scheduled. Costs remaining to be spent through start-up operations and performance testing are approximately \$82million, with more than \$62 million of funds available to the project. The issuance of the Additional Bonds, along with an equity contribution from Fulcrum BioEnergy, Inc., of \$15 million will allow the Project Company to fund additional tax-exempt eligible construction costs under the original Engineering, Procurement and Construction ("EPC") contract, additional debt service for both the Project Bonds (see description below) and the Outstanding Bonds, as well as provide Sierra with additional contingency. The issuance of the Series 2020 Bonds will

allow the Project Company to free up cash-on-hand to allow it to fund additional equity contributions to Sierra to fund construction of certain enhancements. Total costs to be spent are reviewed by the Holder's independent engineer, Leidos Engineering, LLC ("Leidos") prior to expenditure. Sierra's current project pro forma financial projections remain consistent with the projections in previous Limited Offering Memorandums and continue to project a debt service coverage ratio ("DSCR") of more than three times, after the ramp up period.

In addition to the description of the construction of Sierra, as discussed herein, the status of construction of Sierra has been the subject of, and is consistent with, the monthly Construction Report and the monthly Progress Report prepared by Fulcrum.

Improved Carbon Footprint and Cash Flows

In the Summer of 2020, the Project Company ultimately received a design-based greenhouse gas "GHG" Carbon Intensity ("CI") score of 0.7 g/MJ of CO2e under California's Low Carbon Fuel Standard ("CA LCFS") from the California Air Resources Board ("CARB") for the production of FT diesel from MSW. The efficiency of the Project is almost a 100% reduction in carbon and significantly lower than certain other biofuel pathways, including ethanol produced from corn and sugarcane, and biodiesel produced from soybeans. The ending result materially increases annual cash flows due to higher revenue received under the CA LCFS program.

Fulcrum realizes credits from selling syncrude in California. In its partnership with Marathon, they combine Fulcrum's syncrude with other fuels generated by Marathon to lower the carbon usage. This effort generates credits from California, 80% of which are adjusted back to Fulcrum from Marathon.

As discussed previously, the Project Company entered into a Solar Power Purchase and Sale Agreement (the "PPA") with Switched On, LLC, a Nevada company to provide Sierra with renewable power from a solar project located in the Tahoe-Reno Industrial Center. Under the terms of the fifteen-year PPA, 100% of the electricity requirements of the Biorefinery and FPF will be met with clean, renewable solar power.

Purchasing renewable power under the PPA is expected to improve the environmental footprint of Sierra. Currently, Sierra is expected to reduce carbon emissions on a lifecycle basis by more than 80%, when compared to traditional petroleum-based fuel production. Utilizing the renewable power purchased under the PPA, Sierra's carbon emissions reduction is anticipated to be more than 100%, which means that fuel produced at Sierra will have less than zero carbon emissions on a lifecycle basis.

As a result of the improvement in Sierra's carbon footprint, which further improves Sierra's CI score under LCFS to an estimate of negative 35.3 g/MJ of CO2e, annual cash flows of Sierra will increase significantly due to higher revenue received under the CA LCFS program.

Debt Service Cash Flow and Equity Investment for Improved Economics for the Bonds

Sierra continues to enhance the Project and cash flows. As Sierra needs to maintain three times DSCR after the issuance of the Additional Bonds (as directed by the requirement of the Bond Holders of the Outstanding Bonds), the additional CA LCFS revenue, energy saving measures and Project efficiency go hand in hand to streamline operations and improve the financial wherewithal of Sierra to service the debt.

The cash flow projections are reviewed by Leidos and Argus Consulting Services, the revenue consultant. The issuance of the Additional Bonds will be contingent upon a certification by Leidos to such cash flow projections and satisfaction of the DSCR.

In order to improve debt service coverage in 2020 and 2021, Fulcrum BioEnergy, Inc., contributed an approximately \$3.2 million of equity which will be used to pay \$3.065 million of outstanding sinking fund principal payments due June 15, 2021 and associated interest after the capitalized interest period on the Project Bonds. To further improve debt service coverage in 2020 and 2021 with respect to the Project Bonds during the production ramp-up of Sierra, Fulcrum BioEnergy, Inc will contribute an additional aggregate amount of approximately \$7.7 million of equity into the capitalized interest accounts of the Series 2017, Series 2017B, and Series 2018 Bonds which will be used to fund approximately \$2.5 million of interest that is not already capitalized in 2020 and to capitalize \$5.2 million of interest in 2021. Combined, Fulcrum BioEnergy, Inc. will have contributed approximately \$10.9 million in order to improve debt service coverage for the Project Bonds. The equity contributions will be held by the Trustee in a separate escrow fund for the payment of this debt service. This additional contribution of approximately \$7.7 million is contingent on the Bond Holders' consent form approval.

Project Status

Biorefinery Construction Progress by EPC Contractor (as of August 31, 2020)

Discipline	Actual Cumulative Progress (%) May 31, 2019	Actual Cumulative Progress (%) August 31, 2020
Engineering	90.3	99.10
Procurement	98.1	99.98
Fabrication and Offsite Construction	68.1	98.30
Onsite Construction	10.4	61.30

Major milestones achieved to date or targeted by the EPC Contractor for the construction of the Biorefinery are shown in the table below:

Milestone Description	Actual or Targeted Date
EPC Notice to Proceed	October 31, 2017
Scheduled Mechanical Complet	ion January 31, 2021
Start Acceptance Testing	April 26, 2020
Scheduled Substantial Completi	June 30, 2021

Past Bond Financing Summary

Fulcrum has investigated a variety of funding sources for improvements to the Project. Upon initial feedback from various lending sources and its underwriter, along with experience in selling the previous Bonds (outline below), Fulcrum is requesting the B&I to issue additional bonds to achieve the lowest cost of capital which will enable Fulcrum to maximize cash flow and maintain overall financial strength.

The B&I has successfully facilitated the issuance of four prior series of bonds in the aggregate amount of \$269,000,000 as follows:

Borrower	Project Reference	Date	Amount	Purpose
Fulcrum Sierra BioFuels, LLC	I	10/26/2017	\$150,000,000	Original Project Costs to finance a biorefinery facility that disposes of solid waste and converts
(subsidiary or Fulcrum Holdings)				it to renewable fuel products that can be further refined into to gas, diesel fuel or jet fuel.
Fulcrum Sierra BioFuels, LLC	II	12/21/2017	\$21,960,000	
(subsidiary or Fulcrum Holdings)				Due to the original financing in 2017 being so successful, additional bonds were issued to continue to fund the Original Project scope. Project Financings II & III were split into 2 series
Fulcrum Sierra BioFuels, LLC	111	2/27/2018	\$3,040,000	due to availability of private activity bond allocation
(subsidiary or Fulcrum Holdings)				See above description above
Fulcrum Sierra Holdings, LLC	IV	9/5/2018	\$44,000,000	Fulcrum sought additional funding to integrate an onsite water treatment facility along with incorporating strategic trommels and dryers into the process. These enhancements resulted in enhanced plant efficiency, reduced operating costs and streamlined processing of materials onsite.
Fulcrum Sierra Holdings, LLC	V	9/5/2019	\$50,000,000	Funding for construction of certain enhancements, (i) expansion of the FPF to increase and enhance production, (ii) install feedstock drying equipment, (iii) installation of an oxygen supply facility for gasification process, (iv) electrical equipment to purchase solar energy, and (v) fuel upgrading equipment to allow the Biorefinery to produce a finished fuel product.
Fulcrum Sierra Holdings, LLC	VI	(Nov 2020)	\$20,000,000	Funding for construction of certain enhancements, (i) expansion of the FPF to increase and enhance production, (ii) install feedstock drying equipment, (iii) installation of an oxygen supply facility for gasification process, (iv) electrical equipment to purchase solar energy, and (v) fuel upgrading equipment to allow the Biorefinery to produce a finished fuel product along with additional contingency.



Bond Holder Consent to Issue Additional Bonds

Fulcrum Holdings is currently approaching applicable existing bond holders with a Consent Solicitation seeking approval to issue the remaining \$20,000,000 they sought for in 2019. As a reminder, Fulcrum Holdings asked for authority to issue \$70,000,000 in 2019, of which \$50,000,000 was ultimately granted. Fulcrum Holdings is considering issuing the additional parity bonds of up to \$20,000,000 to finance Sierra construction costs.

Fulcrum Holdings representatives, in coordination with its underwriting team, are working with current bond holders on the consent form of which a majority of the bond holders need to provide approval to issue the Series 2020 Bonds. There could likely be a consent fee paid, as has been done previously.

Fulcrum Holdings is actively engaged in the process with every intent to have the consent forms prior to the November Board of Finance Meeting. It is expected the consent form could be released October 16 with the intent of having forms approved by the end of October.

Use of Proceeds from the Series 2020 Bonds

Fulcrum Holdings will contribute the net proceeds from the issuance of the Series 2020 Bonds to the Project Company as equity, materially strengthening the capital position of the Project Company. The expected Sources & Uses of Bonds are shown in the table below:

Description of	Net Proceeds	Amount
· ·		(\$ in millions)
Issuance of Additional Bonds		\$20.0
Equity Proceeds		<u>15.0</u>
Total Sources of Funds		35.0
Financing Costs		
2020 Bond Capitalized Intere	est, net of Interest Income	(2.0)
2018/2019 Bond Capitalized	Interest	(1.6)
2017/2018/2019 Bond Capit	alized Interest	(7.7)
Debt Service Reserve Accour	nt	(2.0)
Bond Issuance Costs		(1.1)
Total Financing Costs		(\$14.4)
Net Proceeds from Issuance of	Additional Bonds & Equity	\$20.6

Summary of the 2020 Project:

The Series 2020 Bonds proceeds, coupled with prior funds, will be used to finance capital improvements required for the Sierra Project to access renewable power from a nearby solar project with other enhancements such as construction of the Air Separation Unit, as well as provide Sierra with additional contingency. Specific project components include: (i) the construction of an expansion of the FPF to increase and enhance the quality of the FPF's production, (ii) the acquisition and installation of feedstock

drying equipment at the Biorefinery to increase the Biorefinery's efficiency, (iii) the installation of an oxygen supply facility at the Biorefinery to improve the Biorefinery's gasification process, (iv) the acquisition and installation of electrical equipment at the Biorefinery to enable the Biorefinery to purchase solar energy, and (v) the acquisition and installation of fuel upgrading equipment at the Biorefinery to allow the Biorefinery to produce a finished fuel product. Remaining contingency funds will be contributed to Sierra for the engineering and construction of the on-site upgrading systems which will enable the fuel produced at Sierra to be upgraded to 100% jet fuel. Such upgrades will also allow Fulcrum to distribute this fuel within the State of Nevada and California

Proceeds of the Series 2020 Bonds will be used to finance the improvements to the Project, pay capitalized interest on the Bonds, fund certain reserves relating to the Bonds, and pay certain issuance expenses of the Bonds. Fulcrum will also make an additional equity contribution of approximately \$15,000,000 for the costs of the Project and to pay capitalized interest on various series of bonds.

Construction & Permits

Fulcrum has confirmed that site preparation and construction-related activities have commenced as appropriate to the overall construction schedule. Construction of various infrastructure facilities at the Biorefinery and enhancement of the FPF continue to proceed as planned and are all expected to be completed prior to Mechanical Completion of the Biorefinery. Engineering activities are nearing completion. Orders for all major equipment have been placed and fabrication is either completed or in progress. As an example, the following major equipment and vessels have already been delivered to the site: the steam reformer, carbon trim cell, syngas compressor, POx vessel, deaerator, and auxiliary boiler.

As for the existing and 2019 &2020 Project components, Fulcrum and its related parties have confirmed that all pertinent permits and approvals are in place. Considering the 2019 & 2020 Project components, the Nevada Division of Environmental Protection ("NDEP") has confirmed that no other water pollution control permits from the NDEP will be required for the construction or operation of the Biorefinery with the exception of, the storm water permits already in process.

Economic Impact to Nevada

Fulcrum anticipates that overall, the Project will have a significant economic impact by creating skilled, high-paying jobs in both the initial construction phase and from full-time permanent jobs which will generate new property and sales tax revenues. These jobs and revenues will generate additional economic value within the community with its employees utilizing local services. These figures have not been updated since originally provided in 2017 and 2018. In summary, Fulcrum anticipates the following benefits to the local economy:

Construction

- o \$406 million to fund construction of the Feedstock and Biorefinery projects
- Subsequently, Fulcrum expects to spend approximately \$20-30 million to install a jet fuel upgrading system
- o Future plans include a 30-million gallon per year expansion totaling \$450 million

Job Creation

- Fulcrum projects it will create approximately 690 construction jobs and more than 1,150 indirect jobs in the area.
- Fulcrum projects it will create approximately 120 non-construction permanent jobs, all
 of which will be filled by local residents but for one person being transferred



Construction			Permanent Operation		
Biorefinery		426	Biorefinery	T	46
Civil	36		Managers	5	
Mechanics	50		Operators	20	
Piping	168		Maintenance	21	
Electricians	96				1
Instrumentation	76				
FPF		44	FPF		44
Managers	4		Managers	2	
Electricians	6		Operators	18	
Iron Workers	15		Maintenance	13	
Equipment Operators	6		Other	11	
Laborers	12				
Planner	1				
Water Treatment Plant		49	Water Treatment Plant		10
Civil Work	14		Manager	1	
Mechanics	20		Operators	7	
Electricians	10		Mechanic	1	
Other	5		E-I&C Tech.	1	
Air Separation Unit		20			
Civil Work	12				
Mechanics/Electricians	8				
Solar Power Project		140	Solar Power Project		3
Electrical Substation		6	Trucking		20
Natural Gas Lines		10	,		
Total Expected Jobs		695	Total Expected Jobs		123

Fulcrum is committed to spending more than \$330 million to fund construction of Sierra. The project is, and remains, fully funded. The issuance of the Additional Bonds will fund \$54 million more in construction which will lead to additional jobs as included in the numbers above. Hourly wages will average between \$30 and \$46 for these skilled roles, before overtime rates and benefits. Abengoa, the largest EPC contactor working on Sierra, has estimated that approximately \$50 million dollars of their contract will be for labor working locally. In addition to providing a living wage to laborers, this infusion of money into the local and regional economy will indirectly benefit restaurants, hotels, gas stations, grocery stores and other local service-oriented businesses which Fulcrum believes equates to an additional 1,150 indirect jobs. Fulcrum has estimated permanent jobs relating to Sierra will earn at least \$7 million annually.

Taxes

O Property taxes are estimated at \$13 million over a 10-year tax abatement period

(\$ In Millions)	Amount Paid	Amount Abated	Amount Paid	Amount Abated
	10-Yr Total	10-Yr Total	Annual Average	Annual Average
Biorefinery	\$11.50	\$11.50	\$1.15	\$1.15
Feedstock Facility	1.50	1.50	0.15	0.15
Total	\$13.00	\$13.00	\$1.30	\$1.30



- Sales taxes of approximately \$11 million generated during construction and over the 10 year tax abatement period
 - Additional sales tax will be generated through normal operations of the Project and from employees living within the community

(\$ In Millions)	Amount Paid	Amount Abated
During Construction		
Biorefinery	\$3.90	\$10.90
Feedstock Facility	0.34	0.95
10 Yrs. of Operations		
Biorefinery	\$6.20	\$0.00
Feedstock Facility	0.60	0.00
Total	\$11.04	\$11.85

Benefit to the Local Utility District

- With the Water Treatment Facility, the District will retain valuable resources that can be applied to other growth and development in TRIC.
- Additionally, the Water Treatment Facility will enable Fulcrum to not use local resources to deliver or treat water and sewer. It will not be creating a new demand on the District which could impact its operations and/or capital improvement plan

Original Appraisal and Market Study

Fulcrum originally engaged Duff & Phelps, LLC (D&P) to provide an estimate of the fair market value of the Project, a plant located in the Tahoe-Reno Industrial Center, Storey County, Nevada, as if complete, as of May 31, 2017 (Valuation Date). Based on D&P's analysis as detailed in its report and exhibits, the Fair Market Value of the Plant is reasonably estimated at \$340 million as of the Valuation Date. It would be expected that the 2018 Project will only increase the estimated value of the Plant and its assets.

Fulcrum engaged Argus Consulting Services and Nexant, Inc. to prepare market study reports. The reports' findings are as follows:

T Quality:

"In summary, the Project's FT Syncrude's primary qualities overall are superior for production of transportation fuels when compared to conventional crude oils being processed at Tesoro's Martinez refinery. Secondary characteristics, including poor cold-flow properties, a highly paraffinic naphtha fraction, and oxygen content, make the FT Syncrude somewhat more challenging to refine to finished products. However, the plan to blend Fulcrum's FT Syncrude in small percentages with conventional crude oils will mitigate these issues and, based on a review of FT Syncrude's characteristics, Nexant concludes that the Project's FT Syncrude overall is an easier and less costly refinery feedstock to process than the types of conventional crude oils typically processed at Tesoro's Martinez refinery and, in the quantities being considered, will not require any modifications to the existing Martinez refinery."

Competition:

"The Project is one-of-a-kind facility processing municipal solid waste into FT syncrude product that will be sold to Tesoro's Martinez refinery located in the San Francisco Bay



area. Nexant evaluated the competitiveness of the Project against U.S. competitive facilities and international imports."

- National: Nexant reviewed the potential competitiveness of the Project versus the ongoing U.S. projects and concluded that there is almost no competition to the Project. California refiners, especially in the targeted San Francisco area, are an attractive market for the Project's FT syncrude since the Project will have advantages due to superior logistics, attractive costs for refiners, and limited competition from other FT-based facilities.
- o International: All the worldwide FT syncrudes produced today are captively processed into intermediate or finished products on site. None of the synthesis activities suggest that there is a potential for them to supply FT syncrude to the United States. As such, Nexant does not foresee any international competition for the Project's FT syncrude.

Frice Sensitivity:

Since the Cellulosic Waiver Credit ("CWC") price is inversely correlated to gasoline prices, the CWC creates an effective hedge against gasoline and oil prices. Even in a low oil price environment of \$35 per barrel, the effective floor for Fulcrum's Cellulosic RIN will exceed \$3.50 per gallon. This Renewable Fuel Standard mechanism that is established under law provides Fulcrum with price stability in any oil price environment. Because the CWC is inversely correlated to gasoline prices, the CWC creates an effective hedge against gasoline and oil prices (see the "Market Overview—Renewable Fuel Standard" section in the Preliminary Limited Offering Memorandum). As oil prices go down, cellulosic RIN prices go up.

While the information in this section pertains more to the Original Project scope, I include this reference to allow the reader to understand the dynamics and thought invested into the creation of the Project.

Revenues & Expenditures Summary

Fulcrum anticipates generation of meaningful revenues from the Project in FY 2021 with full operations commencing in 2023. Fulcrum will ramp-up production over a 2-year period beginning with 5.7 million gallons in 2021 increasing to approximately 11.1 million gallons in 2023. Approximately 80-85% of the revenues will be derived from generating the syncrude with the balance coming from tipping fees, portfolio energy credits and recyclables being the largest revenue component. As for expenditures, approximately 84-86% are comprised of plant labor & maintenance, purchased natural gas & power and other operating and General & Administrative expenses. Other expenditures include catalyst and chemicals, an operating cost contingency, property taxes, insurance and transportation.

The financing model continues to be revised. Every year Fulcrum contracts with Argus to supply projected pricing for oil, RINs and LCFS premiums. The most recent model has been updated to include projected prices from the 2019 Argus report. Furthermore, Leidos (the Independent Engineer) suggested projecting increased cost of regular annual maintenance. Lastly, the Project pans to do major maintenance on the plant every three years to coincide with the replacement of FT catalyst. Since the operating start date of the plant got pushed back to February of 2021, the specific years in which we are planning major maintenance have shifted.

Fulcrum has engaged third-party consultants to determine the feasibility and integrity of the model by stressing the variables and inputs. These consultants need to approve cashflows before additional bonds are issued. Conservative inflators were incorporated accordingly.

Fulcrum has worked closely with its engineering and industry professionals to optimize the operations of the Project, i.e. low carbon footprint, water treatment plant and solar energy concepts amongst others. As such, incorporating these enhancements has delayed the Project construction and output which subsequently delayed revenue generation. As a biproduct, this has reduced the debt service coverage in the initial 2 years from original projections. However, these enhancements have improved the overall operations and cash flow of the Project which has increased the long-term viability and strengthened the debt service coverage over the life of the bonds. As such, Fulcrum has taken a slight reduction in early year's debt service coverage to enhance long-term cash flow and debt service coverage. This was a cognizant decision for the long-term sustainability of the Project. Fulcrum has received feedback from its professionals and investment partners that these decisions by Management have been prudent and properly implemented. To overcome the stressed cashflows in the initial years, Fulcrum has continually

In servicing the debt, Fulcrum Project debt has 1.0x, 2.1x, 2.5x and 3.1x coverage respectively in the first four years of operation, with coverage exceeding 3.5x for the foreseeable future. This is conservative in nature with contingencies incorporated into the model which allow flexibility in managing future cashflows. The excess revenues will be available for the repayment of the Series 2020 Bonds.

infused additional equity to cover debt service expenses in 2019, 2020 and 2021.

The projected debt service coverage for the Fulcrum Holdings' Series 2018, 2019 and 2020 Bonds, as required by bond covenant to maintain a minimum 3.0x, is 3.0x for 3-yrs increasing to 4.0+x in subsequent years.

Fulcrum is utilizing input from its professional team and investors along with equity monies to maintain realistic and sustainable debt service coverage projections.

Financing Security:

As alluded to above, Fulcrum Holdings has limited assets that could be pledged to secure the Series 2020 Bonds in its ownership interest in its subsidiaries. Accordingly, the following items have been pledged the security for the Bonds:

o All revenues and funds of Fulcrum Holdings under the Trust Indenture and Collateral Agreement which include the following:

Fund	Series 2018	Series 2019	Series 2020
Debt service reserve fund	\$4,400,000	\$5,000,000	\$2,000,000
Capitalized interest fund	~\$15,000,000	~\$10,400,000	~\$2,020,000

- o Fulcrum provides a Parent Guaranty on the timely repayment of the Series 2020 Bonds of all principal, interest and other payments due under the Financing Agreement.
- Fulcrum BioEnergy is contributing \$15 million of equity in concert with the Series 2020 Bonds that will be used to cover ~\$7.7 million of overall debt service expenses as well as increasing funds for Project expenses.
- Although the EPC Contract is with Fulcrum BioFuels, it contains specific Project performance security measures, including a guarantee of cost, schedule and performance, a standby letter-ofcredit, and a guarantee by the EPC Contractor's parent company, Abengoa, for the Project each as more particularly described below:

- That the Biorefinery will meet all the performance guarantees set forth in the EPC Contract, satisfy all other conditions set forth in the EPC Contract, and cause the Biorefinery to achieve Final Completion
- An unconditional, irrevocable (subject to the terms thereof) standby letter-of-credit in the amount of approximately \$18.2 million has been issued by Wells Fargo Bank, N.A.
- On October 27, 2017, the EPC Contractor furnished to Fulcrum BioFuels a parent guarantee from Abengoa which guarantees the payment and performance of EPC Contractor's obligations under the EPC Contract.
- As for the Water Treatment Facility, there is a separate EPC contract with Aquatech International, LLC that guarantees specific performance measures, including necessary costs, schedule and general Facility performance.
- O The trommels were purchased under a fixed-price agreement that guarantees price, schedule and performance. The contract for the dryers has yet to be finalized but will also include such guarantees.
- o In addition to the EPC Contractor's guarantees, Fulcrum has provided \$10 million of contingent equity capital and has committed up to an additional \$12.2 million of contingent equity capital pursuant to the Fulcrum Project Support Agreement to cover additional costs of the Project.
- O Fulcrum Holdings secured a technology performance insurance policy from Indian Harbor Insurance Company (the "Performance Insurer") that insures against losses resulting from defective, faulty or incomplete performance of the Biorefinery at Mechanical Completion. The Performance Insurance Policy will provide funds for the mandatory redemption of the Series 2020 Bonds (up to the lesser of (A) the maximum principal amount of the Series 2020 Bonds outstanding as of the Mechanical Completion Date, together with capitalized interest accrued but not paid prior to the Mechanical Completion Date or (B) the par amount of Series 2020 Bonds should, among other required loss triggers, projected cash flows not meet the minimum loan-life coverage ratio of 1.20 as calculated in the Performance Insurance Policy prior to the Mechanical Completion Date due to defective, faulty or incomplete performance of the Biorefinery. The Performance Insurance Policy does not guarantee payment on the Series 2020 Bonds and is NOT a municipal bond insurance policy.
- The Series 2020 Bonds are exclusive obligations of Fulcrum Holdings and are not guaranteed by any of its subsidiaries. Because Fulcrum Holdings is a holding company with no material assets other than its ownership interests in its subsidiaries, and all of its operations are conducted by its subsidiaries, the Series 2020 Bonds are structurally subordinated to all existing and future debt, trade credit and other liabilities of those subsidiaries including Fulcrum BioFuels and Fulcrum Holdings' rights, and hence the rights of the Series 2019 Bondholders, to participate in any distribution of assets of the Fulcrum BioFuels upon liquidation or reorganization or might otherwise be subject to the prior claims of such subsidiary's creditors, except to the extent that Fulcrum Holdings' claims as a creditor of such subsidiary may be recognized.
- In addition to the EPC Contractor's guarantees, Fulcrum has committed \$10 million in equity capital as contingency to cover costs incurred in excess of the EPC Contractor's \$18.2 million liability during performance testing of the Biorefinery.
- As discussed above, integrating solar power will reduce expenses which will enhance cash flow.



Series 2020 Bond Sale Summary

With approval of bond holders and ultimately of the Board of Finance, Fulcrum Holdings expects to release the preliminary limited offering memorandum to investors shortly after the November Board meeting. Upon such release, the underwriter will immediately market the bonds with an anticipated pricing date of November 17 and closing date of November 24.

In speaking with the underwriter, due to the unique structure and credit quality of the Series 2020 Bonds, it is likely that existing bond holders of the Fulcrum Holdings financings would be prime candidates to invest in the Series 2020 Bonds.

Summary

Sierra will convert approximately 175,000 tons per year of processed municipal solid waste or household garbage, into approximately 11.0 million gallons per year of syncrude (jet fuel). The economic impact of the Project will lead to over 800 construction and 120 permanent jobs. The Project inject over \$145 million of new revenues into the local economy over the next ten years, as reported from 2018.

Fulcrum continues to make significant progress with the construction of the Project, which is scheduled to achieve Mechanical Completion of the Biorefinery by January 31, 2021 and substantial completion by June 2021.

With the completion of the renewable power purchase agreement and increased revenues from California's LCFS Program, the cash flows generated by the Project have increased materially allowing Fulcrum to maintain the same three times DSCR on the new bonds.

The net proceeds from the issuance of the Series 2020 Bonds will be contributed as equity to the Project, further strengthening the financial position of Fulcrum and providing additional contingency and capital to fund enhancements to the Project overall.

The position of the holders of the Bonds will be materially enhanced with additional fixed cash flows, increased revenue resources, greater collateral and an improved DSCR.

Conclusion

The Fulcrum group has created a unique project that, if successful, will bring great economic and environmental benefits to the region. The Project is creating new jobs while reducing landfill waste, the end product of which are renewable energies. The anticipated Project enhancements funded with the Series 2020 Bonds will further reduce the carbon footprint thus making the Project "greener" and more efficient. Moreover, the biofuels can stay within the State of Nevada. There are structural components to this series of financings that are less secure than the original Fulcrum BioFuels Project financings. However, Fulcrum Holdings has infused additional measures to counter the unique nature of the financing. Namely that these enhancements improve the operations and cash flow that will increase the long-term viability of the Project. This is all supported by the strong, diverse partnerships Fulcrum has cultivated to make success realistic.

Whereas the Series 2020 Bonds have a variety of financing security features, are funding operational enhancements to increase cash flow, are reducing the impact on local municipal service providers, has a positive economic impact in job creation, and meets the bonding requirements, pending bond holder consent, I concur with you and Bond Counsel that this Financing Application is appropriate for your consideration and should be allocated private activity bond resources.

LYRB also concurs with the B&I and Bond Counsel that the Fulcrum Project meets the requisite Nevada Revised Statutes and should be presented to the Board of Finance for its approval.

We welcome the opportunity to discuss the Fulcrum financing application. Please contact me at (801) 456-3903 or by cell (801) 647-4823 or by e-mail david@lewisyoung.com.

Sincerely,

David Robertson Vice President

D.D. Robert



APPENDIX A - PROJECT PHOTOS AND LAYOUT WITH CONSTRUCTION UPDATES

FEEDSTOCK AND BIOREFINERY PHOTOS

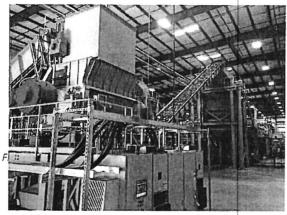
Biorefinery site (current)



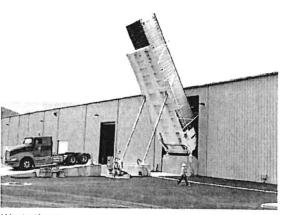
Tipping floor



Post-Shredded MSW Moving Into the Processing System



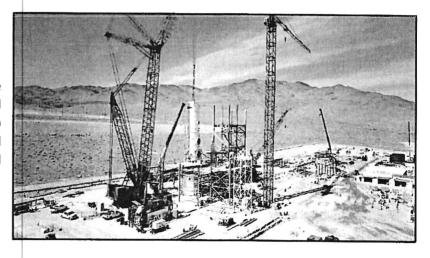
MSW Shredder and Conveyor Moving MSW into the Processing System



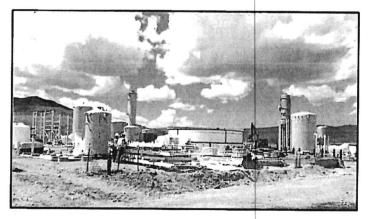
Waste tipper

Steam Reformer lift in progress at the Sierra Biorefinery site on May 6, 2019

Construction of various infrastructure facilities at the Biorefinery and enhancement of the FPF continue to proceed as planned and are expected to be completed prior to Mechanical Completion of the Biorefinery.





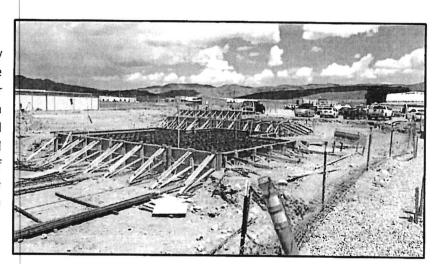


Water Treatment Plant

The civil contractor by the Project Company continues to pour foundations, install balance of underground piping and electrical and erect numerous tanks. Construction of the Water Treatment Plant, located at the Biorefinery, has since been completed.

Air Separation Unit

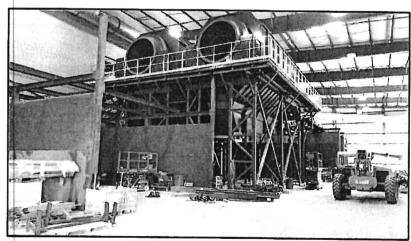
The EPC Contractor was retained by the Project Company to perform the civil work associated with the Air Separation Unit and began excavation in May 2019 for the foundations and trenching for the underground electrical conduits. Construction of the Air Separation Unit, located at the Biorefinery, has since been completed.



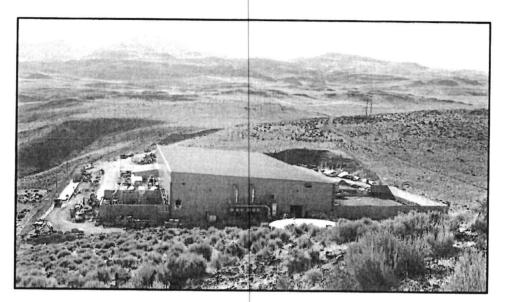
Feedstock Processing Facility

Van Dyk Baler Corporation was retained by the Project Company for the engineering, design, installation and commissioning of additional MSW equipment and systems at the FPF. All equipment has been delivered to the site and is in the process of being installed. Work continues at the FPF on the "balance of plant" work including the construction of a larger tipping floor, a residual material building, new tipper, new scale and associated civil work.

Mechanical Completion of the balance of plant work and installation of the additional MSW equipment and systems is scheduled for August 23, 2019 at which time acceptance testing will begin with Substantial Completion targeted for September 19, 2019.







FPF site enhancements; construction of new residual load-out building (left) and construction of new, larger MSW tip floor (right)

EXHIBIT B

OFFICE OF ECONOMIC DEVELOPMENT APPROVAL

(Attached)

B-1

DETERMINATION AND APPROVAL OF THE STATE OF NEVADA OFFICE OF ECONOMIC DEVELOPMENT PURSUANT TO NEVADA REVISED STATUTES 349.585 RELATING TO THE FINANCING OR REFINANCING OF A PROJECT LOCATED IN STOREY COUNTY, NEVADA

WHEREAS, Fulcrum Sierra BioFuels, LLC, a Delaware limited liability company ("Fulcrum"), a wholly owned subsidiary of Fulcrum Bioenergy, Inc. (the "Operator") has submitted the attached application dated May 17, 2019 (the "Application") to the Director of the State of Nevada Department of Business and Industry (the "Director") for the issuance of industrial development revenue bonds in an amount not to exceed \$20,000,000 (the "Bonds") for the purpose of assisting in the financing or refinancing of a portion of the costs of (i) constructing and equipping a facility owned by Fulcrum and operated by the Operator to be used for converting municipal solid waste into renewable fuel products, installation of electrical equipment to enable the Biorefinery to purchase solar power, and the acquisition and installation of fuel upgrading equipment to allow the Biorefinery to produce a finished fuel product, located on an approximately 19.4-acre site at 3600 Peru Drive in the Tahoe-Reno Industrial Center, Storey County, Nevada and (ii) the improvements to and equipping of the facility owned by Fulcrum and operated by the Operator used for preliminary sorting and processing of municipal solid waste located on an approximately 10.0-acre site at 350 Saddle Coull in Mustang, Storey County, Nevada (collectively, the "Project"); and

WHEREAS, the Director has authority to issue the Bonds pursuant to the Nevada Revised Statues, including Sections 349.400 through 349.670, inclusive, thereof (the "Act"); and

WHEREAS, Fulcrum, the Operator, and other interested parties have prepared and submitted to the Director certain reports, records and other information related to the Project, and the Director has reviewed such reports, records and other information and has otherwise investigated the facts concerning the Project so as to enable the Director to make certain findings in accordance with the Act; and

WHEREAS, pursuant to Section 349.585 of the Act, the State of Nevada Office of Economic Development (the "Office") must, prior to the issuance of the Bonds, determine that the Project is consistent with the State Plan for Economic Development and must approve the financing of the Project;

NOW, THEREFORE, pursuant to Section 349.585 of the Act, the Office hereby determines and approves as follows:

The Project is consistent with the State Plan for Economic Development developed by the Executive Director of the Office pursuant to Subsection 2 of Section 231 .053 Nevada Revised Statutes.

Based upon the foregoing, the Project is hereby approved by the Office. This determination and approval is made only for the purposes of Section 349.585 of the Act and does not constitute a guarantee of financial results with respect to the Project or otherwise

with respect to the business prospects of Fulcrum or the Operator. This determination and approval is not intended as an analysis of the Bonds as investments or intended to be relied upon by investors.

IN WITNESS WHEREOF, the STATE OF NEVADA OFFICE OF ECONOMIC DEVELOPMENT has caused this detem lination and approval to be made this 16th day of October, 2020

THE STATE OF NEVADA OFFICE OF ECONOMIC DEVELOPMENT

Michael Brown

Executive Director

EXHIBIT C

COUNTY SUPPORT RESOLUTION

(Attached)

C-1

RESOLUTION NO. 20-591

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF STOREY, NEVADA SUPPORTING FULCRUM SIERRA HOLDINGS, LLC'S EFFORTS TO OBTAIN BONDING AND FUNDING SUPPORT THROUGH THE DIRECTOR OF THE STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY FOR A SOLID WASTE DISPOSAL FACILITY PROJECT LOCATED IN THE COUNTY OF STOREY, NEVADA

WHEREAS, Fulcrum Sierra Holdings, LLC, a Delaware limited liability company ("Fulcrum Holdings") has applied to the Director of the State of Nevada Department of Business and Industry (the "Director") for the issuance of industrial development revenue bonds for the purpose of assisting in the financing or refinancing of a portion of the costs of constructing, improving and equipping of a facility (i) to be used for converting municipal solid waste into renewable fuel products located on an approximately 19.4-acre site located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, Storey County, Nevada (the "Biorefinery") and/or (ii) the improvements to and equipping of a facility used for preliminary sorting and processing of municipal solid waste located on an approximately 10.0-acre site located at 350 Saddle Court in Mustang, Storey County, Nevada (the "Feedstock Processing Facility" and, together with the Biorefinery, the "Project"); and

WHEREAS, the additional improvements to the Project being financed or refinanced with the proceeds of bonds and other moneys are expected to include the construction of an expansion of the Feedstock Processing Facility to increase and enhance the quality of the Feedstock Processing Facility's production, the acquisition and installation of feedstock drying equipment at the Biorefinery to increase the Biorefinery's efficiency, the acquisition and installation of an oxygen supply facility at the Biorefinery to improve the Biorefinery's gasification process, the acquisition and installation of electrical equipment at the Biorefinery to enable the Biorefinery to purchase solar energy, and the acquisition and installation of fuel upgrading equipment at the Biorefinery to allow the Biorefinery to produce a finished fuel product; and

NOW, THEREFORE, the Board of County Commissioners of the County do hereby find, resolve, determine and order as follows:

Section 1. Recitals. The recitals set forth herein above are true and correct in all respects.

Section 2. Support of County. The Board of County Commissioners of the County do hereby endorse and support Fulcrum Holdings' efforts to obtain bonding and funding support for the Project through the Nevada Department of Business and Industry.

Section 3. Obligation of the County: This Resolution is not to be construed as a pledge of the faith and credit of or by the County, or of any agency, instrumentality, or subdivision of the County. Nothing in this Resolution obligates or authorizes the County to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

Section 4. Enforceability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution. This Resolution shall go into effect immediately upon its passage.

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EXHIBIT E

GOVERNOR'S CERTIFICATE REGARDING THE ISSUANCE OF THE BONDS FOR TEFRA HEARING PURPOSES

(Attached)

E-1



STATE OF NEVADA

CERTIFICATE BY THE GOVERNOR REGARDING DIRECTOR OF THE STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY'S ISSUANCE OF ENVIRONMENTAL IMPROVEMENT REVENUE BONDS

I, Steve Sisolak, Governor of the State of Nevada, DO HEREBY CERTIFY:

A public hearing was held on June 28, 2019, at the principal office of the Nevada Department of Business and Industry Director's office located at 1830 E. College Parkway, Suite 200, Carson City, Nevada 89706 to hear public comment on plans for the issuance and sale of up to \$70,000,000 Environmental Improvement Revenue Bonds (Fulcrum Sierra Holdings, LLC Project) to be issued in one or more series or issues (the "Bonds") to assist in the financing or refinancing of a portion of the costs of constructing, improving and equipping a facility to be used for converting municipal solid waste into renewable fuel products (the "Biorefinery") and/or the improvements to and equipping of the facility used for preliminary sorting and processing of municipal solid waste (the "Feedstock Processing Facility"), each located in Storey County, Nevada (collectively, the "Project"). The additional improvements to the Project being financed or refinanced with the proceeds of the Bonds and other moneys are expected to include the construction of an expansion of the Feedstock Processing Facility to increase and enhance the quality of the Feedstock Processing Facility's production, the acquisition and installation of feedstock drying equipment at the Biorefinery to increase the Biorefinery's efficiency, the acquisition and installation of an oxygen supply facility at the Biorefinery to improve the Biorefinery's gasification process, the acquisition and installation of electrical equipment at the Biorefinery to enable the Biorefinery to purchase solar energy, and the acquisition and installation of fuel upgrading equipment at the Biorefinery to allow the Biorefinery to produce a finished fuel product.

Notice for the hearing was given and the hearing was conducted in accordance with the Report of Hearing. Such Notice and Report of Hearing are attached hereto as <u>Exhibit A</u>. Solely for the purpose of satisfying the public approval requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and for no other purpose, I hereby approve the plan of

financing for the issuance of the Bonds. This approval is not to be construed as a pledge of the faith and credit of or by the State of Nevada, or of any agency, instrumentality, municipality, or subdivision of the State of Nevada.

IN WITNESS WHEREOF, I have set my hand this 20 day of July, 2019,

STEVE SISOLAK Governor, State of Nevada

EXHIBIT F

DOCUMENT EXTRACTS REGARDING USE OF FUNDS

(Attached)

F-1

Carson City: 1830 E. College Parkway, Suite 100 Carson City, Nevada 89706 - Telephone (775) 684-2999 - Fax (775) 684-2998

Extracts from the Indenture

Section 4.03. Delivery of Series 2020 Bonds and Other Moneys.

the Series 2020	Bonds, in the aggre	Bonds Closing Date, the Trustee shall deposit the proceeds of egate amount of \$ (representing \$20,000,000.00 of eless the underwriting fee and expenses of \$), as
(i Series 2020 Cap) \$ italized Interest Acc	allocable to the proceeds of the Series 2020 Bonds, to the rount held by the Trustee;
(i Series 2020 Cost	i) \$s s of Issuance Accou	, allocable to the proceeds of the Series 2020 Bonds, to the unt held by the Trustee;
	struction Collateral	, allocable to the proceeds of the Series 2020 Bonds, to the Account within the Construction Collateral Fund held by the
(i Series 2020 Deb	v) \$ t Service Reserve A	_, allocable to the proceeds of the Series 2020 Bonds, to the count of the Debt Service Reserve Fund held by the Trustee.
received from the		Bonds Closing Date, the Trustee shall deposit \$turn of an application deposit, to the Series 2020 Costs of e.
		Bonds Closing Date, the Trustee shall deposit the aggregate from the Company as an equity contribution as follows:
(i Trustee;	\$	to the Series 2020 Costs of Issuance Account held by the
(i by the Trustee; a		to the Series 2020 Equity Capitalized Interest Account held
(i by the Trustee.	ii) \$	to the Series 2019 Equity Capitalized Interest Account held
(i by the Trustee.	v) \$	to the Series 2018 Equity Capitalized Interest Account held
Section 4	.04. Project Fund.	
Account. Amou	nts on deposit in the	Series 2020 Capitalized Interest Account and the Series 2020 shall be used to pay capitalized interest related to the Series
		F-2

2020 Bonds or to reimburse any affiliate of the Company for capitalized interest actually paid by or on behalf of the Company and eligible for reimbursement pursuant to the Tax Certificate. On any date upon which capitalized interest is due and payable, and prior to any payments under Section 5.05(a) of the Original Indenture, in accordance with the schedule attached as Exhibit C hereto, the Trustee shall, without further authorization, instruction or delivery by the Company of a Requisition, withdraw sufficient funds to make such payments first from the Series 2020 Capitalized Interest Account until such account is depleted and then from the Series 2020 Equity Capitalized Interest Account. Upon receipt of interest earnings, the Trustee shall, without further authorization, instruction or delivery by the Company of a Requisition, transfer any interest earned on the Series 2020 Capitalized Interest Account and the Series 2020 Equity Capitalized Interest Account to the applicable subaccount of the Construction Collateral Account held by the Collateral Agent for the payment or reimbursement of Tax-Exempt Project Costs pursuant to the Collateral Agency Agreement. Upon the acceleration of the Series 2020 Bonds pursuant to Section 7.03 of the Original Indenture, the amounts on deposit in the Series 2020 Capitalized Interest Account and the Series 2020 Equity Capitalized Interest Account shall be applied in accordance with Section 7.06 of the Original Indenture, provided that if such acceleration shall be rescinded before such application date, any unapplied amounts on deposit in such Series 2020 Capitalized Interest Account or the Series 2020 Equity Capitalized Interest Account shall continue to be applied as provided herein.

Notwithstanding the foregoing, if proceeds of the Series 2020 Bonds remain in the Series 2020 Capitalized Interest Account or the Series 2020 Equity Capitalized Interest Account on the earlier of (i) the date on which the Company reasonably determines that the Biorefinery and Stage 2 of the Feedstock Processing Facility will not be completed, or (ii) the later of the date on which the Biorefinery is placed in service for federal income tax purposes or the date on which Stage 2 of the Feedstock Processing Facility is placed in service for federal income tax purposes, in each case consistent with the principles set forth in the Tax Certificate, then to the extent the Company does not reasonably expect those proceeds of the Series 2020 Bonds will be allocated to costs of the Series 2020 Project consistent with the Tax Certificate, unless the Company obtains an opinion of Bond Counsel to the effect that a failure to redeem Tax-Exempt Bonds as contemplated by Section 7.3(c) of the Financing Agreement will not adversely affect the tax-exempt status of the Tax-Exempt Bonds, then proceeds of Series 2020 Bonds in the Series 2020 Capitalized Interest Account or the Series 2020 Equity Capitalized Interest Account may be used to redeem Series 2020 Bonds or other Tax-Exempt Obligations.

Subject to the requirements set forth in the Tax Certificate, any amount remaining in the Series 2020 Capitalized Interest Account and the Series 2020 Equity Capitalized Interest Account upon the final scheduled payment of capitalized interest on the Series 2020 Bonds, shall, without further authorization, instruction or delivery by the Company of a Requisition, be transferred by the Trustee to the Collateral Agent for deposit as follows: (i) if such transfer occurs prior to Trustee's receipt of written notice from the Company confirming the occurrence of the Final Completion Date, to the applicable subaccount of the Construction Collateral Account of the Construction Collateral Fund, and (ii) if such final disbursement occurs on or after the Trustee's receipt of a certification from the Company that the Final Completion Date has occurred, to the Revenue Fund.

- Costs of Issuance Account shall be used to pay the costs of issuance of the Series 2020 Bonds or to reimburse the Company or any affiliate of the Company for costs of issuance of the Series 2020 Bonds actually paid by or on behalf of the Company and eligible for reimbursement, all in compliance with the Tax Certificate, upon receipt of an executed COI Requisition, in substantially the form attached hereto as Exhibit D. The Trustee shall from time to time withdraw sufficient funds from the Series 2020 Costs of Issuance Account to fund disbursements made with respect to the Series 2020 Bonds on the date of issuance of such Series 2020 Bonds. Any amounts remaining in the Series 2020 Costs of Issuance Account on the 90th day after the Series 2020 Bonds Closing Date shall be transferred by the Trustee to the applicable subaccount of the Construction Collateral Account held by the Collateral Agent.
- Section 4.05. <u>Debt Service Fund</u>. Pursuant to the Financing Agreement, the Company shall pay or cause moneys to be paid by the Collateral Agent to the Trustee for deposit in the accounts within the Debt Service Fund described in Section 5.05 of the Original Indenture at the times and in the amounts necessary for the Trustee to make the transfers described in Section 5.05 of the Original Indenture. Such amounts shall be paid by the Company in accordance with Exhibit C hereto; provided, however, that the Company shall, from time to time, prepare and provide to the Trustee an amended Exhibit C as may be required in connection with any prepayments, optional redemptions or mandatory redemptions that result in a change in Debt Service hereunder.
- Section 4.06. <u>Debt Service Reserve Fund</u>. (a) Each sub-account of the Debt Service Reserve Fund, when established, will be established solely for the benefit of the Trustee on behalf of the Holder of Bonds and shall not be subject to any Lien in favor of any Person other than the Trustee solely for the benefit of the Trustee on behalf of the Holders of Bonds and shall be held by the Trustee for the exclusive benefit of only such parties.
- (i) On the Series 2020 Bonds Closing Date, the Series 2020 Debt Service Reserve Account shall be initially funded from the proceeds of the Series 2020 Bonds in an amount equal . Thereafter, the Collateral Agent shall cause amounts in the Revenue Fund, to the extent available, to be deposited in accordance with, and at the times specified by, Section 5.02(c) of the Collateral Agency Agreement into the Series 2020 Debt Service Reserve Account as shall be necessary to achieve or maintain the Series 2020 Debt Service Reserve Required Balance. Any amounts on deposit in the Series 2020 Debt Service Reserve Account in excess of the Series 2020 Debt Service Reserve Required Balance as of such date shall be deposited into the Revenue Fund in accordance with the requirements of Section 5.02(d) of the Collateral Agency Agreement; provided, however, that upon receipt of interest earnings prior to the earlier of the Final Completion Date or February 15, 2023, the Trustee shall, without further authorization, instruction or delivery by the Company of a Requisition, transfer any such excess amounts of interest earned on the Series 2020 Debt Service Reserve Account to the applicable subaccount of the Construction Collateral Account held by the Collateral Agent for the payment or reimbursement of Tax-Exempt Project Costs pursuant to the Collateral Agency Agreement; and (ii) any other sub-account of the Debt Service Reserve Fund shall be established and initially funded at the time and in the amount set forth in the applicable Additional Financing Documents pursuant to which Additional

Obligations are issued. Thereafter, the Collateral Agent shall cause amounts in the Revenue Fund, to the extent available, to be deposited in accordance with, and at the times specified by, Section 5.02(c) of the Collateral Agency Agreement into the applicable sub-accounts of the Debt Service Reserve Fund. Any amounts on deposit in any sub-account of the Debt Service Reserve Fund in excess of its applicable Debt Service Reserve Required Balance shall be applied in accordance with the requirements of Section 5.02(c) of the Collateral Agency Agreement.

Extracts from the Second Amended and Restated Collateral Agency Agreement

Section 5.05 Construction Collateral Fund.

- Construction Collateral Account. On the Series 2018 Bonds Closing Date, the proceeds of the Series 2018 Bonds, net of all costs and expenses incurred in connection with the issuance thereof and the costs and expenses of the borrowing of Loans related to the issuance of the Series 2018 Bonds under the Financing Agreement, amounts for the payment of which shall be deposited into the Series 2018 Costs of Issuance Account under the Indenture, and net of the amounts to be deposited into the Series 2018 Capitalized Interest Account and the Series 2018 Debt Service Reserve Account, shall be deposited into a segregated subaccount of the Construction Collateral Account and thereafter, any interest earned on such proceeds shall be deposited into the Construction Collateral Account. Amounts on deposit in the Construction Collateral Account shall be used to pay Tax-Exempt Project Costs or to reimburse the Company or any affiliate of the Company for any Tax-Exempt Project Costs actually paid by the Company or on behalf of the Company and eligible for reimbursement, allocation or reallocation pursuant to the Tax Certificate. The Collateral Agent shall from time to time withdraw funds from the Construction Collateral Account in accordance with a Requisition delivered by the Company pursuant to Section 5.06. The Construction Collateral Account is created solely for the benefit of the Trustee on behalf of the owners of the Bonds and shall not be subject to any Lien in favor of any Person other than the Collateral Agent solely for the benefit of the Trustee on behalf of the owners of the Bonds and shall be held by the Collateral Agent for the exclusive benefit of only such parties.
- (b) <u>Disbursements from Construction Collateral Account and Series 2019</u> Construction Collateral Account. The Collateral Agent shall make withdrawals, transfers and payments from the Construction Collateral Account, Series 2019 Construction Collateral Account and Series 2020 Construction Collateral Account, or any additional Project Account or subaccount created within the Construction Collateral Fund as set forth in Section 5.01(a), in accordance with Sections 5.05(a), 5.05(c) and 5.05(e) and in the amounts, at the times and only for the purposes specified in this Section 5.05.
- (c) <u>Series 2019 Construction Collateral Account.</u> On the Series 2019 Bonds Closing Date, the proceeds of the Series 2019 Bonds, net of all costs and expenses incurred in connection with the issuance thereof and the costs and expenses of the borrowing of Loans related to the issuance of the Series 2019 Bonds under the Financing Agreement, amounts for the payment of which shall be deposited into the Series 2019 Costs of Issuance Account under the Indenture, and net of the amounts to be deposited into the Series 2019 Capitalized Interest Account and the Series 2019 Debt Service Reserve Account, shall be deposited into a segregated subaccount of the

Series 2019 Construction Collateral Account and thereafter, any interest earned on such proceeds shall be deposited into the Series 2019 Construction Collateral Account. Amounts on deposit in the Series 2019 Construction Collateral Account shall be used to pay Tax-Exempt Project Costs or to reimburse the Company or any affiliate of the Company for any Tax-Exempt Project Costs actually paid by the Company or on behalf of the Company and eligible for reimbursement, allocation or reallocation pursuant to the Tax Certificate. The Collateral Agent shall from time to time withdraw funds from the Series 2019 Construction Collateral Account in accordance with a Requisition delivered by the Company pursuant to Section 5.06. The Series 2019 Construction Collateral Account is created solely for the benefit of the Trustee on behalf of the owners of the Bonds and shall not be subject to any Lien in favor of any Person other than the Collateral Agent solely for the benefit of the Trustee on behalf of the owners of the Bonds and shall be held by the Collateral Agent for the exclusive benefit of only such parties.

Equity Construction Account. From time to time, the proceeds of any (d) subsequent equity contributions may be deposited into the Equity Construction Account or into a new sub-account of the Construction Collateral Fund pursuant to the terms hereof at the sole option of the Company. From time to time, on not less than ten (10) Business Days' notice to the Collateral Agent, the Company may deposit Additional Equity Letters of Credit with the Collateral Agent for deposit into the Equity Construction Account, and at the direction of the Company at the time of deposit of any such Additional Equity Letter of Credit, the Collateral Agent shall release an amount of cash from the Equity Construction Account equal to the stated amount of the Additional Equity Letter of Credit and transfer such released amount to such accounts or payees as set forth in such direction. For all purposes of this Section 5.05(d), each Additional Equity Letter of Credit shall be deemed to be an Equity Construction Letter of Credit. The Company hereby agrees and directs the Collateral Agent to execute and deliver to the issuer of the applicable Equity Construction Letter of Credit (i) promptly, upon five (5) Business Days prior written notice from the Company, a fully completed drawing certificate in the amount set forth in such written notice, and (ii) thirty (30) days prior to the expiration date of the Equity Construction Letter of Credit, a fully completed drawing certificate in an amount equal to the Equity Construction Letter of Credit's then-current stated amount (as determined in accordance with the terms thereof), only to the extent that the Company has not provided to the Collateral Agent prior to such date a substantially similar (in all material respects) letter of credit, or other letter of credit in form reasonably acceptable to the Collateral Agent, issued by an Acceptable Letter of Credit Bank with a stated amount equal to the undrawn amount of the Equity Construction Letter of Credit that such letter of credit replaces. The Collateral Agent shall promptly execute and deliver a fully completed drawing certificate under the Equity Construction Letter of Credit to the issuer thereof pursuant to a Direction Notice. All amounts drawn on any Equity Construction Letter of Credit shall be deposited in the Equity Construction Account and all amounts available under any such Equity Construction Letter of Credit shall be deemed to be on deposit in the Equity Construction Account for all purposes hereunder. Amounts on deposit in the Equity Construction Account shall be used to pay Project Costs or to reimburse the Company or any affiliate of the Company for any Project Costs actually paid by the Company or on behalf of the Company. The Collateral Agent shall from time to time withdraw funds from the Equity Construction Account in accordance with a Requisition delivered by the Company pursuant to Section 5.06. In the event that, on the Series 2018 Bonds Closing Date, the Company has not deposited an Equity Construction Letter of Credit,

then any Additional Equity Letter of Credit thereafter delivered, in substitution for cash as provided in Section 5.05(d) above or otherwise, shall be a direct pay letter of credit and provide that the Collateral Agent shall make drawings thereunder for the purposes set forth in this Agreement and in the form of the Additional Equity Letter of Credit by sending a sight draft and drawing certificate in the form attached to such Additional Equity Letter of Credit signed by an authorized officer of the Collateral Agent under the circumstances described in this Section 5.05(d), within the time period specified in the Additional Equity Letter of Credit, and there shall be no other preconditions to any such drawing.

- Series 2020 Construction Collateral Account. On the Series 2020 Bonds Closing Date, the proceeds of the Series 2020 Bonds, net of all costs and expenses incurred in connection with the issuance thereof and the costs and expenses of the borrowing of Loans related to the issuance of the Series 2020 Bonds under the Financing Agreement, amounts for the payment of which shall be deposited into the Series 2020 Costs of Issuance Account under the Indenture, and net of the amounts to be deposited into the Series 2020 Capitalized Interest Account and the Series 2020 Debt Service Reserve Account, shall be deposited into a segregated subaccount of the Series 2020 Construction Collateral Account and thereafter, any interest earned on such proceeds shall be deposited into the Series 2020 Construction Collateral Account. Amounts on deposit in the Series 2020 Construction Collateral Account shall be used to pay Tax-Exempt Project Costs or to reimburse the Company or any affiliate of the Company for any Tax-Exempt Project Costs actually paid by the Company or on behalf of the Company and eligible for reimbursement, allocation or reallocation pursuant to the Tax Certificate. The Collateral Agent shall from time to time withdraw funds from the Series 2020 Construction Collateral Account in accordance with a Requisition delivered by the Company pursuant to Section 5.06. The Series 2020 Construction Collateral Account is created solely for the benefit of the Trustee on behalf of the owners of the Bonds and shall not be subject to any Lien in favor of any Person other than the Collateral Agent solely for the benefit of the Trustee on behalf of the owners of the Bonds and shall be held by the Collateral Agent for the exclusive benefit of only such parties.
 - (f) Reserved.
- (g) <u>Final Project Costs.</u> Subject to Section 5.05(l), pursuant to instructions of the Company, at any time on or prior to the Mechanical Completion Date, the Company shall direct the Collateral Agent in writing to retain in the Construction Collateral Fund or its sub-accounts amounts necessary for the payment or reimbursement of all remaining Project Costs reasonably expected to become due and payable on or prior to the Final Completion Date. On the Operations Date, the Collateral Agent shall pursuant to instructions of the Company transfer any remaining amounts in the Construction Collateral Fund (except for amounts to be retained therein or in any sub-account thereof pursuant to the first sentence of this Section 5.05(g)) to the Revenue Fund; provided, however, that Collateral Agent shall retain in the Construction Collateral Fund an amount equal to all remaining Project Costs certified in writing by the Company as reasonably expected to be due and payable in order to achieve the Final Completion Date.
- (h) <u>Fund Transfer After Final Completion Date</u>. Provided no Event of Default then exists, not more than sixty (60) days from the date of receipt by the Collateral Agent of (i) the

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Final Completion Certificate signed by an Authorized Company Representative in the form of Exhibit L attached hereto, (ii) a certification by the Engineer that Final Completion has been achieved, and that all Project Costs have been paid in full, and (iii) final unconditional lien waivers from EPC Contractor and all Subcontractors (as defined in the EPC Contract) in accordance with the requirements of the EPC Contract, or for any Subcontractor lien waivers not received, a bond or other security is provided by the EPC Contractor in an amount equal to at least 150% of the payment amount that would have been covered by such lien waiver, any balance remaining in the Construction Collateral Fund shall without further authorization, instruction or delivery by the Company of a Requisition to the Collateral Agent be transferred by the Collateral Agent to the Revenue Fund.

- (i) <u>Closing Date Costs.</u> Notwithstanding anything herein to the contrary, any disbursements requested to be made from the Equity Construction Account of the Construction Collateral Fund for payments to be made on or in connection with the Series 2018 Bonds Closing Date shall be made pursuant to a Requisition delivered on or within ninety (90) days after the Series 2018 Bonds Closing Date.
- (j) <u>Proceeds of Additional Obligations</u>. Except as otherwise provided in the Financing Documents, net proceeds of Additional Obligations issued to finance Project Costs prior to the Final Completion Date (but not refinancing proceeds which may be deposited under the Indenture to facilitate such refinancing) shall be remitted to the Collateral Agent, for deposit into additional sub-accounts of the Construction Collateral Fund as provided in Section 5.01(a) and Section 5.05(k).
- (k) <u>Sub-Accounts</u>. In accordance with the terms of Section 5.01(a), the Collateral Agent, upon direction from the Company, shall open new sub-accounts of the Construction Collateral Fund as specified by the Company (including the name of any such sub-account) for the purpose of (i) depositing the proceeds of any Additional Obligations (but not refinancing proceeds which may be deposited under the Indenture or as provided in Section 5.05(j) to facilitate such refinancing) permitted to be incurred by the Financing Documents in accordance with Section 5.05(j), (ii) accounting for and payment of the capitalized interest, costs of issuance or otherwise thereof, or (iii) any other purpose permitted by the Financing Documents pursuant to Section 5.06.
- Agreement. Notwithstanding anything in this Section 5.05 to the contrary, on or after the earlier of (i) the date on which the Company reasonably determines that the Biorefinery and Stage 2 of the Feedstock Processing Facility will not be completed; or (ii) the later of the date on which the Biorefinery is placed in service for federal income tax purposes or the date on which Stage 2 of the Feedstock Processing Facility is placed in service for federal income tax purposes, in each case consistent with principles set forth in the Tax Certificate, unless the Company obtains an opinion of Bond Counsel to the effect that a failure to redeem the Series 2018 Bonds, Series 2019 Bonds and Series 2020 Bonds will not adversely affect the tax-exempt status of the Series 2018 Bonds, Series 2019 Bonds and Series 2020 Bonds, then to the extent the Company does not reasonably expect those proceeds of the Series 2018 Bonds, Series 2019 Bonds and Series 2020 Bonds will be allocated to costs of the Facilities consistent with the Tax Certificate, the Collateral Agent shall

transfer all amounts on deposit in the Construction Collateral Fund representing the proceeds of Tax-Exempt Bonds to the Trustee for the purpose of redeeming Tax-Exempt Bonds in accordance with Section 7.3(c) of the Original Financing Agreement.

Section 5.06 Construction Collateral Fund Requisition Procedures.

- (a) Withdrawals from all sub-accounts of the Construction Collateral Fund, collectively, may be made from time to time, subject to the terms and conditions of Section 5.05 and this Section 5.06 (to the extent applicable).
- (b) Subject to the last sentence of this clause (b) and other than as expressly provided in Sections 5.05(g) and 5.05(k), the Company shall request disbursements of monies on deposit in the Construction Collateral Fund (and any sub-account thereof) by delivering to the Collateral Agent (with a copy to each Agent), not later than the tenth (10th) Business Day prior to the proposed date of disbursement (unless such disbursement is requested on the Series 2018 Bonds Closing Date, Series 2019 Bonds Closing Date or the Series 2020 Bonds Closing Date, in which case no prior notice shall be required), a withdrawal certificate (the "Company Withdrawal Certificate") signed by an Authorized Company Representative in the form of Exhibit I attached hereto (together with a certificate of the Engineer in the form of Exhibit J attached hereto (the "Engineer Withdrawal Certificate"), in each case, to the extent necessary for compliance with Section 5.06(c) and Section 5.06(d)) (collectively, a "Requisition"); provided, that an Engineer Withdrawal Certificate shall only be required to the extent a Requisition includes a disbursement for payment of Project Costs. Upon receipt of each Requisition, the Collateral Agent shall make the payments set forth in such Requisition out of money in the Construction Collateral Fund (and each sub-account thereof) as set forth in such Requisition. For the avoidance of doubt, the Collateral Agent is not prevented by the two (2) Business Day notice requirement from paying the obligations set forth in the Requisition prior to the date of disbursement proposed in the Requisition. In making such payments the Collateral Agent may conclusively rely upon the Requisition without further inquiry. However, notwithstanding anything to the contrary contained herein, Collateral Agent may decline to disburse funds pursuant to a Requisition if Collateral Agent determines that any such Requisition is incomplete in any material respect, or does not include the attachments required by this Section 5.06 and provides notice thereof and the basis for such assertion to the Company. Except as provided in Sections 5.05(g), 5.05(k) and 5.05(l), any payments from the Construction Collateral Fund shall be made by the Collateral Agent solely based on Requisitions received from time to time pursuant to this Section 5.06. The opening of or requisitioning of amounts on deposit in any new sub-accounts pursuant to Section 5.05(k) shall be made by the Collateral Agent solely based on instructions received by the Collateral Agent from the Company.
- (c) Each Company Withdrawal Certificate shall set forth the funds requested to be withdrawn and the applicable accounts and payees to which such funds shall be transferred (with a description of the purpose therefor), referencing customary invoices, to the extent required, and attaching a lien waiver from the EPC Contractor in accordance with the requirements of the EPC Contract, and lien waivers in accordance with the requirements of the EPC Contract from all Major Subcontractors with respect to which work has been performed and for which disbursement is

requested, conditioned solely upon payment of such requisitioned funds. Such Company Withdrawal Certificate shall also include a statement from the EPC Contractor representing that the EPC Contractor has made all payments or arranged for payment of all payments due and payable to all of its Subcontractors (as defined in the EPC Contract) with respect to work which has previously been reimbursed by a Requisition. Each Company Withdrawal Certificate shall include the following certifications of the Company as of the date of proposed requisition:

- (i) All amounts previously requisitioned pursuant to prior Requisitions for the payment or reimbursement of Project Costs have been applied solely to pay or reimburse Project Costs;
- (ii) All amounts requisitioned in such Company Withdrawal Certificate relate to Project Costs that have been or are reasonably projected to be incurred in connection with the Facilities within thirty (30) days and none have been the basis for a prior Requisition that has been paid; and
- (iii) Solely to the extent funds are being requisitioned pursuant to such Requisition to pay Project Costs, no Funding Shortfall exists; and
 - (iv) No Event of Default has occurred and is continuing.
- (d) Subject to Section 5.06(e) and Section 5.06(f) hereof, each Engineer Withdrawal Certificate shall include the following certifications of the Engineer, in its reasonable belief, as of the date of proposed requisition:
 - (i) Based on its reasonable belief, no Funding Shortfall exists; and
- (ii) Solely to the extent funds are being requisitioned pursuant to such Requisition to pay the EPC Contractor, (A) the work performed by the EPC Contractor pursuant to the EPC Contract to date has been performed in accordance with the terms of the EPC Contract; (B) the amount being paid to the EPC Contractor pursuant to the applicable Requisition does not exceed the amount then due and payable to the EPC Contractor under the EPC Contract, and (C) in its reasonable belief, Substantial Completion can be achieved by the Outside Operations Date.
- (e) No funds shall be requisitioned under this Section 5.06 from any sub-account of the Construction Collateral Fund with respect to the payment of interest on the Series 2018 Bonds, Series 2019 Bonds or the Series 2020 Bonds unless no more funds are available in the Series 2018 Capitalized Interest Account, Series 2019 Capitalized Interest Account or Series 2020 Capitalized Interest Account, respectively, under the Indenture, and the only certification required to be made to requisition for due payment of interest shall be a certification by the Company that as of the date of the proposed requisition, no Financing Default Event has occurred and is continuing with respect to the applicable Bonds (each such requisition solely of interest in accordance with this Section 5.06(e), an "Interest Requisition"); provided that, following the funding by the Collateral Agent of any Interest Requisition, the Collateral Agent shall request a certificate from the Engineer certifying that, based on its reasonable belief, no Funding Shortfall

then exists or would directly result from such requisition. If the Engineer cannot deliver such certificate, the Collateral Agent shall withhold funding future Interest Requisitions unless and until (i) the Engineer is able to deliver a certificate to the Collateral Agent certifying that, based on its reasonable belief, no Funding Shortfall then exists or would directly result from such requisition, or (ii) the Collateral Agent is instructed by the Trustee (at the direction of the Holders or Beneficial Owners of at least a majority of the aggregate principal amount of Bonds outstanding) to resume funding of such Interest Requisitions without the delivery of such certificate; provided further that, notwithstanding any instructions of the Holders or Beneficial Owners of Bonds, the Collateral Agent shall not withhold funding of any requisitions that satisfy all the conditions that would otherwise apply to requisitions of such amounts pursuant to this Section 5.06 (other than this clause (e)).

(f) Notwithstanding the foregoing, the Company shall not be able to requisition for the payment of Project Costs from any sub-account of the Construction Collateral Fund subject to the requisition procedures of Section 5.06 to the extent that an Event of Default has occurred and is continuing.

EXHIBIT G

CERTIFICATE OF FULCRUM REGARDING FEDERAL, STATE & LOCAL APPROVALS

(Attached)

CERTIFICATE OF FULCRUM SIERRA HOLDINGS, LLC REGARDING FEDERAL, STATE, AND LOCAL APPROVALS OF THE PROJECT

This certification is made by Fulcrum Sierra Holdings, LLC, a Delaware limited liability company validly authorized to do business under the laws of the State of Nevada ("Fulcrum"), in connection with the findings made by the Director of the State of Nevada Department of Business and Industry (the "Director") pursuant to Nevada Revised Statutes 349.580(2)(b) relating to the issuance by the Director of the State of Nevada Department of Business and Industry Environmental Improvement Revenue Bonds (Fulcrum Sierra Holdings, LLC Project), Series 2020 (Green Bonds) in one or more issues, for the purpose of assisting in the financing or refinancing of a portion of the costs of (i) constructing, improving and equipping a facility owned by Fulcrum Sierra BioFuels, LLC (the 'Project Company") and operated by Fulcrum BioEnergy, Inc. (the "Operator") to be used for converting municipal solid waste into renewable fuel products located on an approximately 19.4-acre site located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, Storey County, Nevada (the "Biorefinery") and/or (ii) the improvements to and equipping of the facility owned by the Project Company and operated by the Operator used for preliminary sorting and processing of municipal solid waste located on an approximately 10.0-acre site located at 350 Saddle Court in Mustang, Storey County, Nevada (the "Feedstock Processing Facility" and, together with the Biorefinery, the "Project").

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT the Project has received all approvals by local, state and federal governments which may be necessary at this time to proceed with the construction, improvement, rehabilitation or redevelopment of the Project.

IN WITNESS WHEREOF, I have hereunto set my signature as an authorized officer of Fulcrum this 131 day of October, 2020. FULCRUM SIERRA HOLDINGS, LLC, a Delaware limited liability company

Name: Richard D. Barraza

Title: Vice President and Secretary

(Signature Page to Certificate of Fulcrum Regarding Federal, State, and Local Approvals of the Project)

EXHIBIT H

FORM OF CERTIFICATE OF APPROVAL BY THE STATE BOARD OF FINANCE AND RESOLUTION OF APPROVAL BY THE COUNTY COMMISSIONERS

(Attached)

H-1

CERTIFICATE OF APPROVAL BY THE STATE BOARD OF FINANCE

The undersigned duly qualified Chief Deputy Treasurer and Ex-Officio Secretary of the State Board of Finance of the State of Nevada (the "Board of Finance"), does hereby certify as follows:

- 1. The Board of Finance met on November 10, 2020, in a duly noticed open meeting at which a quorum of the members of the Board of Finance were in attendance.
- 2. At such meeting the Board of Finance approved the Findings of the Director of the Department of Business and Industry of the State of Nevada (the "Director") dated as of October 16, 2020, relating to its Environmental Improvement Revenue Bonds (Fulcrum Sierra Holdings, LLC Project), Series 2020 (Green Bonds) to be issued in one or more series or issues (the "Bonds") and reviewed the Additional Considerations contained therein.
- 3. The foregoing actions have not been amended, modified, rescinded and are now in full force and effect.

IN WITNESS WHEREOF, I have executed and delivered this Certificate on the date set forth below.

Dated this day of	, 2020.
	STATE BOARD OF FINANCE
	By:
	Tara Hagan
	Chief Deputy Treasurer
	Ex-Officio Secretary

H-2

RESOLUTION NO. 20 - 593

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF STOREY APPROVING CERTAIN FINDINGS MADE BY THE DIRECTOR OF THE DEPARTMENT OF BUSINESS AND INDUSTRY OF THE STATE OF NEVADA PURSUANT TO NEVADA REVISED STATUTES SECTION 349.580 RELATING TO THE FINANCING OF A SOLID WASTE DISPOSAL FACILITY PROJECT LOCATED IN THE COUNTY OF STOREY; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, Fulcrum Sierra Holdings, LLC, a Delaware limited liability company ("Fulcrum"), a wholly owned subsidiary of Fulcrum BioEnergy, Inc. (the "Operator"), has applied to the Director of the State of Nevada Department of Business and Industry (the "Director") for the issuance of industrial development revenue bonds (the "Bonds") pursuant to Nevada Revised Statutes ("NRS") Sections 349.400 to 349.670, inclusive, for the purpose of assisting in the financing or a refinancing of a portion of the costs of (i) constructing, improving and equipping a facility owned by Fulcrum Sierra BioFuels, LLC (the "Project Company") and operated by the Operator to be used for converting municipal solid waste into renewable fuel products located on an approximately 19.4-acre site located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, Storey County, Nevada (the "Biorefinery") and/or (ii) the improvements to and equipping of the facility owned by the Project Company and operated by the Operator used for preliminary sorting and processing of municipal solid waste located on an approximately 10.0-acre site located at 350 Saddle Court in Mustang, Storey County, Nevada (the "Feedstock Processing Facility" and, together with the Biorefinery, the "Project"); and

WHEREAS, the additional improvements to the Project being financed or refinanced with the proceeds of bonds and other moneys are expected to include the construction of an expansion of the Feedstock Processing Facility to increase and enhance the quality of the Feedstock Processing Facility's production, the acquisition and installation of feedstock drying equipment at the Biorefinery to increase the Biorefinery's efficiency, the installation of an oxygen supply facility at the Biorefinery to improve the Biorefinery's gasification process, the acquisition and installation of electrical equipment at the Biorefinery to enable the Biorefinery to purchase solar energy, and the acquisition and installation of fuel upgrading equipment at the Biorefinery to allow the Biorefinery to produce a finished fuel product; and

WHEREAS, pursuant to NRS Section 349.580, the Director, after reviewing the application and other materials submitted to the Director, has made certain findings with respect to the financing of the Project as are provided in the "Findings of the Director of the State of Nevada Department of Business and Industry Pursuant to Nevada Revised Statutes 349.580(2) Relating to the Financing of an Industrial Project to be Located in Storey County, Nevada" (the "Director's Findings"), contained in a Memorandum of Findings, dated October 16, 2020, addressed to the Nevada State Board of Finance and the Storey County (the "County") Board of County Commissioners (the "Board of County Commissioners"); and

WHEREAS, the Director requests in the Director's Findings that the Board of County Commissioners approve the Director's Findings pursuant to NRS Section 349.580(2); and

WHEREAS, the Board of County Commissioners has reviewed the Director's documents and heard testimony before the Board of County Commissioners concerning the Director's Findings;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Storey County, Nevada the following:

- 1. The Director's Findings be and the same hereby are approved pursuant to NRS Section 349.580(2), based upon the materials submitted by the Director and other material submitted to the Board of County Commissioners, the existence of all discretionary approvals necessary for the construction, improvement, rehabilitation or redevelopment of the project and testimony described above in the final preamble hereto. This approval is made for the purposes of NRS Section 349.580(2). It is not (i) an analysis of the Bonds or the appropriateness or risks of the Bonds as investments, (ii) a guarantee, or (iii) a finding that there is no risk in the Project, the Bonds or both.
- 2. The approval in Paragraph 1 is based upon the satisfaction of the requirements of the Director.
- 3. The Clerk-Treasurer of the Board of County Commissioners is hereby authorized and directed to mail a certified copy of this Resolution to the Director.
- 4. Nothing in this Resolution obligates the County in any way with respect to the Project or the Bonds.
- 5. If any action taken herein is found to be unenforceable, the remaining actions and provisions of this Resolution shall remain valid and enforceable unless and until the Board of County Commissioners determines otherwise.
- 6. The County Manager and County Attorney are authorized to take all steps necessary to carry out the actions taken herein and to carry out the purpose and intent of this Resolution.
 - 7. This Resolution shall be effective upon its passage and approval.

www.business.nv.gov

PASSED AND ADOPTED THIS	day of	_, 2020.
AYES:		
NAYS:		
		Marshall McBride Chairman
ATTECT		Chairman
ATTEST:		
Vanassa A Stanhaus		
Vanessa A. Stephens County Clerk-Treasurer		

H-5

Enclosure C to Fulcrum VI Findings Approval 2020

Active hyperlinks will be provided upon request to Storey County Manager's office at hr@storeycounty.org, aosborne@storeycounty.org, or 775.847.0968.

- 1. Revenue Bonds for Industrial Development Act Link: https://documentcloud.adobe.com/link/track?uri=urn%3Aaaid%3Ascds%3AUS%3Ae1566323-8b0b-4780-9c50-b8bf345aa990
- 2. Regulations Pertaining to the Act Link: https://documentcloud.adobe.com/link/track?uri=urn%3Aaaid%3Ascds%3AUS%3A415ffc7d-eab4-40d7-9e0f-1311864b89cd
- 3. Fulcrum Application Link:
 - https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:2b0dd0a4-0d77-4407-8c0d-72240545c9d4
- 4. Trust Indenture Link:
 - https://documentcloud.adobe.com/link/track?uri=urn%3Aaaid%3Ascds%3AUS%3Ae070c5bb-b3cf-4b98-aef1-e9fb967990f5
- 5. First Supplement to Trust Indenture Link: https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:54499859-d180-4475-8802-6786f8f19332
- 6. Second Supplement to Trust Indenture (draft) Link: https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:f1883f78-abfb-44bb-8e62-fe6ad87531ec
- 7. Financing Agreement Link: https://documentcloud.adobe.com/link/track?uri=urn%3Aaaid%3Ascds%3AUS%3Aaac0e72e-bbc7-4213-a566-b82f4c1d8cb2
- 8. First Amendment to Financing Agreement Link:

 https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:a61a1138-404a-4592-88b2-287ab9d6b7d3
- 9. Second Amendment to Financing Agreement Link: https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:bc548e9c-a586-4846-8a52-4a7c1efc02bc
- 10. Third Amendment to Financing Agreement (draft) Link: https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:b9021e72-32e0-42a1-ba68-572ff484128f
- 11. Fourth Amendment to Financing Agreement (draft) Link: https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:d4fe9ff3-7b42-43b1-8f35-edeff25289e2
- 12. Second Amended and Restated Collateral Agency and Account Agreement (draft) Link: https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:35c9fc86-56ac-44d4-87fd-98532e7717d4
- 13. Preliminary Limited Offering Memorandum relating to the Bonds (draft) Link: https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:406bacc1-c105-4a9e-9e24-5024306abeb1
- 14. Bond Purchase Agreement (draft) Link:
 https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3076e94b-63de-4d60-b4f2-6a3c7d53dc30
- 15. Guaranty Agreement Link:
 https://documentcloud.adobe.com/link/track?uri=urn%3Aaaid%3Ascds%3AUS%3Aadb3eeb2-5e0b-451f-9c52-adb3610a8077
- 16. First Amendment to Guaranty Agreement Link:
 https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:0b4b765b-e202-4a7e-aee2-0a527c79c330
- 17. Second Amendment to Guaranty Agreement (draft) Link: https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:d9874739-e850-4bf7-bb3e-69373ba6c967



Storey County Board of County Commissioners Agenda Action Report

Meet	ing date: November 2, 2020		Estimate of time required: 10 min.
Agen	da: Consent [] Regular agenda	[x] I	Public hearing required [x]
1.	Title: Discussion/Possible Act November 14 - 22, 2019.	tion:	Storey County Proclamation for Flood Awareness Week,
2.			ssioner), move to approve Storey County, Nevada, Awareness Week November 14 - 20, 2020.
3.	Prepared by: Kathy Canfield		
4.	Department: Planning		<u>Telephone</u> : 775.847.1144
5.	agencies in recognizing Nevada encourages the commissioners	a Floo and th	Storey County join in with the other local, state and federal od Awareness Week, November 14 - 20, 2020. Staff he public to go to www.NevadaFloods.org for more concerns and what can be done to prepare for flood events.
6.	Supporting materials: Procla	matic	on document attached.
7.	Fiscal impact: None on local g	govern	nment.
	Funds Available:		Fund: Comptroller
8.	Legal review required:		District Attorney
9.	Reviewed by:		
	Department Head	KC	Department Name: Planning
	County Manager		Other agency review:
10.	Board action: [] Approved [] Denied	[]	Approved with Modifications Continued Agenda Item No. 1

Storey County, Nevada Proclamation

- WHEREAS, Storey County recognizes the significant threat that flooding poses to our residents, our businesses, the community, the region and our local economy; and
- WHEREAS, Storey County has experienced flood events from the Truckee
 River, weather events and flooding of local streams, channels and
 creeks, and
- WHEREAS, Risks can be reduced and communities can be prepared to be more aware and resilient by educating residents and businesses on actions they can take to prepare for flood events; and
- WHEREAS, During Flood Awareness Week, local, state and federal agencies are working together across Nevada to inform the public about the dangers of flooding, how to protect their homes and families, and businesses from a flood event and plan for recovery;
- NOW, THEREFORE, the Storey County Board of County Commissioners does hereby proclaim November 14th through November 20nd as

Nevada Flood Awareness Week

And urges all citizens to increase their awareness of the risks of floods by visiting <u>www.NevadaFloods.org</u> and learn how you can be prepared.

Dated this 2nd Day of November, 2020

Marshall McBride, Chair Storey County Commission



10. Board action:

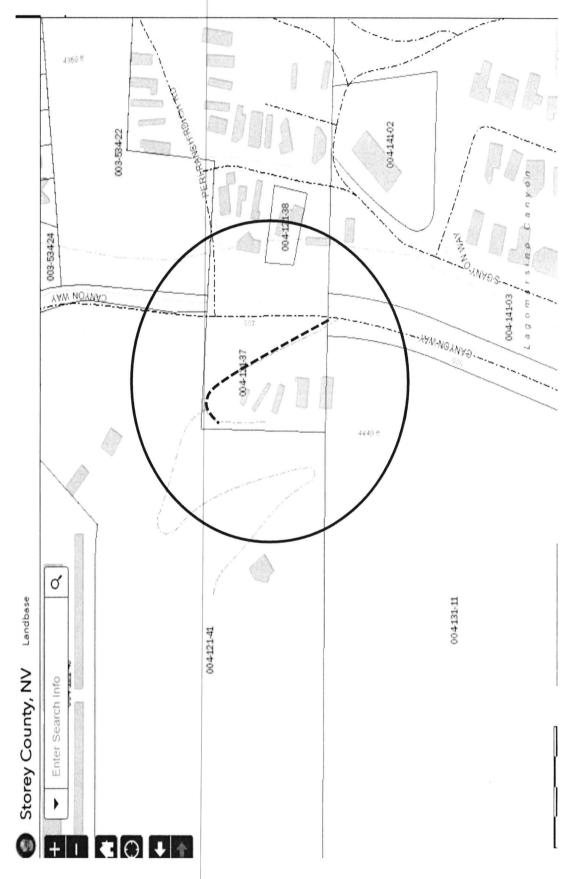
[] Approved
[] Denied

Storey County Board of County Commissioners Agenda Action Report

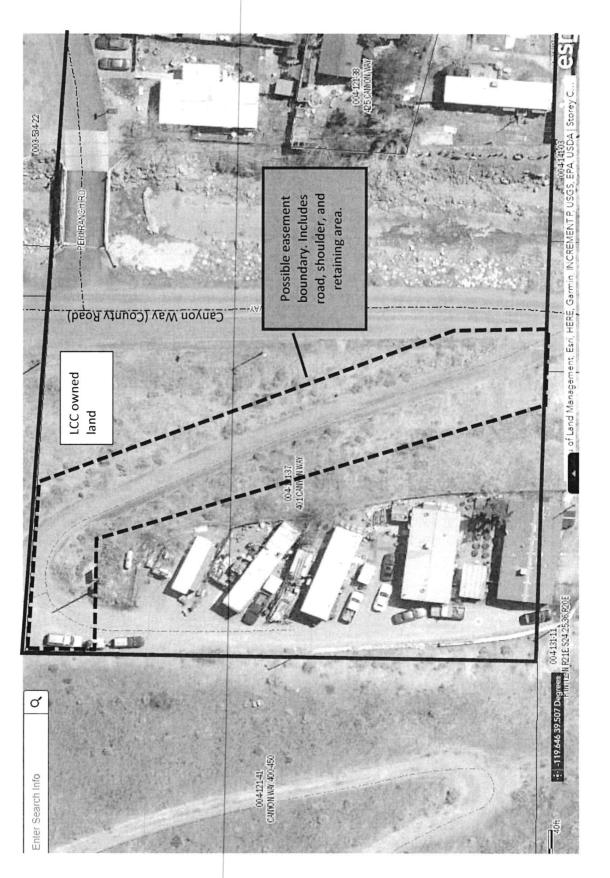
VE	VADA	
Meet	ing date: 11/02/20	Estimate of time required: 20 min.
Agen	da: Consent [] Regular agenda [x] P	ublic hearing required [x]
1.	with the Lockwood Community Corporcounty maintenance and access easement to the Canyon GID water tank and area	uthorize and direct the County Manager and staff to collaborate ration (LCC) board and Lockwood residents to establish a ent on a portion of LCC-owned land connecting Canyon Way a wireless communications facilities. A final easement is of directors and the Storey County commissioners.
2.	collaborate with the Lockwood Comm establish a county maintenance easement to the Canyon GID water tank and area	sioner] authorize and direct the County Manager and staff to unity Corporation (LCC) board and Lockwood residents to ent on a portion of LCC-owned land connecting Canyon Way a wireless communications facilities. A final easement is of directors and the Storey County commissioners.
3. 4.	Prepared by: Austin Osborne Department: County Manager	<u>Telephone</u> : 775.847.0968
4.	maintenance easement on an existing rand area wireless communications faciprovides access to five residents along communications facilities, and other us bears the cost and other burdens of ma LCC reports spending roughly \$12,000 wall, a cost for which the LCC may be Other improvements to the road, shoul which would be borne by the county we property, and the county is not legally pave the road, improve drainage and he easement regulations (e.g., 10 MPH, vecontinue to own the land under the road approval by the LCC board of director legal groundwork was already accompof 2020, and that this new easement may	y expressed desire for Storey County to establish a county to ad connecting Canyon Way to the Canyon GID water tank lities (see attached illustration). The roughly 100-foot road the west edge of LCC, the Canyon GID's water tank, wireless sees not directly associated with the LCC. The LCC, however, intaining the road, drainage, and associated retaining wall. The 0 on an engineering study to reconstruct the failing retaining eligible for reimbursement under a maintenance easement. der, drainage, and retaining wall are estimated to be \$130,000, with the easement. This road segment is located on LCC-owned allowed to maintain it. This easement will enable the county to illside retainage, enhance safety, and enforce county and ehicle weight limits, etc.) as desired by the LCC. The LCC will d under this easement agreement. Any easement is subject to s and the county commissioners. Staff believes that significant lished developing the Peri Ranch Road easement in the spring ay largely mirror that agreement. Therefore, this item may be concurrence between the LCC and Storey County.
6.	Supporting materials: Rough-draft p	proposed easement area.
7.	Fiscal impact: None on local governr	ment.
	Funds Available: Fu	und: Comptroller
8.	Legal review required: Yes	District Attorney
9.		partment Name: Planning
	_@' County Manager	Other agency review:

Approved with Modifications Continued

Agenda Item No.



Page 1 of 2



Page 2 of 2



Meeting date: 11/02/20

Storey County Board of County Commissioners Agenda Action Report

Estimate of time required: 20 min.

Agen	nda: Consent [] Regular agenda	[x] P	ublic hearing required [x]
1.	of the Mark Twain flood mitigated Drainage Master Plan including a stream and Capital Improvement private property owners, working	on pro applyi Plan g coop	uthorize the County Manager and staff to begin implementation bject in accordance with the Mark Twain/Dayton Valley Area ng for grant funding, developing proposed sustainable funding updates, securing right-of-way from the BLM, consulting with eratively with Lyon County and the Carson Water g quarterly progress reports to the board.
2.	implementation of the Mark Twa Twain/Dayton Valley Area Drain proposed sustainable funding stro from the BLM, consulting with p	iin floo nage N eam ai orivate	ner] motion to authorize the County Manager and staff to begin od mitigation project in accordance with the Mark Master Plan including applying for grant funding, developing and Capital Improvement Plan updates, securing right-of-way property owners, working cooperatively with Lyon County District, and providing quarterly progress reports to the board.
3.	Prepared by: Austin Osborne		
4.	Department: County Manager		<u>Telephone:</u> 775.847.0968
4.	District and Lyon County conduction flooding and stormwater drainage Canyon. The study and local drain Plan and were funded by FEMA. The master plan area. The drainage Subconservancy and Lyon Countrights-of-ways and easements, and drainage systems, road crossings detention basins. The County Market Plan and Lyon Countrights-of-ways and easements, and drainage systems, road crossings detention basins. The County Market Plan and Lyon Countrights-of-ways and easements, and drainage systems.	e ted a e systemage in Simil ge mas by to so do do do, drive mager paster p	comprehensive study and completed a local master plan for ems in and around the Mark Twain Estates and Six Mile master plan were supported by the 2016 Storey County Master ar action was taken by Lyon County for the southern half of ster plan supports interlocal cooperation with the Carson Water eek grant funding, work with local property owners to develop evelop a Capital Improvement Plan for improvements to area way culverts, and the development of upstream stormwater and staff seek authorization to begin implementing the goals clan in order to mitigate future damage to private property in yon, and surrounding area.
5.	<u>Supporting materials</u> : Web lir http://www.storeycounty.org/517		Mark Twain drainage master plan: ning-Updates
7.	Fiscal impact: None on local go	overnn	nent.
	Funds Available:	Fu	ind: Comptroller
8.	Legal review required:	-	District Attorney
9.	Reviewed by: Department Head	Dep	artment Name: Planning
	@' County Manager		Other agency review:
10.	Board action: [] Approved [] Denied	[]	Approved with Modifications Continued Agenda Item No.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/2/20	Estimate of time required: 5 Minutes
Agenda: Consent [] Regular agenda [X]	Public hearing required []
for a term of 3 years at the new low	enewal of fiber circuit with AT&T at Storey County Jail Facility for negotiated rate of \$695.90 per month. The existing contract at \$1075.56 per month. This only pertains to the existing fiber costs or changes will be incurred.
 Recommended motion: I commissioner with AT&T for the fiber circuit at t per month. 	motion to approve the approval of a 3 year term contract he Storey County Jail Facility at the renegotiated rate of \$695.90
3. Prepared by: James Deane	
Department:IT Department	Telephone: 775-847-1152
at a current cost of \$1075.56 per more renegotiated a new price of \$695.90 of \$4555.92. There is a long term to the Livescan fingerprinting function consolidation of an existing DSL L. 5. Supporting materials: See Attached current General Provisions and Glossary and AT&	rently manages and bills for the Storey County Jail Fiber circuit onth. The current contract term has ended and we have per month for a 3 year term. This represents an annual savings need for fiber at this facility to support Jail Operations including n. Once Dispatch has moved from the facility, further ine will be possible for additional savings. The AT&T bill, new AT&T quote, AT&T Pricing Schedule, The Dedicated Internet Guide. The AT&T contract lists costs for only be adjusting the costs for the existing fiber circuit.
6. Fiscal impact:	
Funds Available: Yes	Fund: 001-070-64160-000 Comptroller
7. Legal review required:	District Attorney
8. Reviewed by :X_ Department Head	Department Name: IT Department
County Manager	Other agency review:
9. Board action: [] Approved [] [] Denied []	Approved with Modifications Continued Agenda Item No. 1.2

AT&T Dedicated Internet Proposal for STOREY COUNTY SHERIFF'S OFFICE



Presented by

WILLIAM CRAFT wc1873@e≻o.att.com 209-918-0498

Pricing Information

Feature	Qty.	Monthly Recurring	Non Recurring
AT&T Dedicated Internet Includes: Access, Equipment and Installation for a term of 36 Months		\$695.90	\$0.00
Pricing does not include FARF and applicable taxes.			
Total		\$695.90	\$0.00

Disclaimer: This quote/proposal is not a firm offer to purchase, and is for budgetary purposes only. Only the contract for this solution is a firm offer to purchase.

Location Pricing Details

Location	Feature	Qty.	Non Recurring	Monthly Recurring
Storey Sheriff	AT&T Dedicated Internet		\$0.00	\$695.90
virginia city, NV, 89440	50 Mbps Minimum Commitment		\$0.00	\$171.90
33113	50 Mbps Access		\$0.00	\$524.00
	Installation		\$0.00	\$0.00
Location Total			\$0.00	\$695.90

Disclaimer: This quote/proposal is not a firm offer to purchase, and is for budgetary purposes only. Only the contract for this solution is a firm offer to purchase

Bill Summary

Account Number:

8310006580444

Invoice Date:

19 Sep, 2020

Group Number:

Account Label: ---

Subaccount Number: All

PO Number:

Invoice Details

Invoice Number: 6411108508

AT&T Tax ID:

13-4924710

Currency:

Bill Period:

19 Aug, 2020 to 18 Sep, 2020

Payment Due Date: 19 Oct, 2020

Invoice Summary

Usage Charges:

0.00

Discounts:

-534.80

Monthly Recurring Charges: 1.595.00

One-Time Charges:

0.00

Taxes, Fees & Surcharges: Regulatory Fees:

0.00

15.36

Payments:

1,075.56

-1,075.56

Adjustments:

Previous Balance:

0.00

Total Current Charges:

1,075.56

Total Amount Due:

1,075.56 0.00

Payment Since Last Invoice: Pending Disputes:

0.00

Current Amount Due:

1,075.56

Total Current Charges:

1,075.56

Total Current Charges For the years 2019-2020



AT&T eBill -[34] 9/24/2020

Select Account Review Payment Payment Confirmation

Pay - Payment Confirmation

Please retain a copy of this page for your records.

NOTE: Payment may take 3 to 5 business days to process.

- While payments are being processed, you can view status from the Payment Activity page.
- You can view processed payments from the Payment History page.

Please verify that your e-mail address below is correct.

We will use this e-mail if we need to contact you regarding your payment.

Your e-mail address is: it@storeycounty.org

Payment Summary	агу								
Account Number Account Label	Account Label	Invoice/ Statement Number	Invoice/ Statement Date	Service	Service Financial Information Account Holder	Account Holder		Amount To Pay Status/Tracking Number	
8310006580444	1	6411108508	19 Sep, 2020	MNS	Card Number: ******** **1793 Card Type: Visa Expires on: Jun-2021	James Deane ZIP Code: 89440	\$1,075.56	\$1,075.56 6QX7BDE9M04T9W1	
Total rows in table: 1	: 1								-

Contract Id: 7746725





AT&T DEDICATED INTERNET PRICING SCHEDULE

Customer	AT&T
STOREY COUNTY SHERIFF'S OFFICE	AT&T Corp.
Street Address: PO BOX 176	
City: VIRGINIA CITY State/Province: NV	
Zip Code: 89440-0176	
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Tim Shropshire	Name: WILLIAM CRAFT
Title: Director IT Operations	Street Address: 1025 13TH ST
Street Address: PO BOX 172	City: MODESTO State/Province: CA
City: VIRGINIA CITY	Zip Code: 95354 Country: US
State/Province: NV	Telephone: 2099180498 Fax:
Zip Code: 89440-0172	Email: wc1873@exo.att.com
Country: US	Sales/Branch Manager: Holly Tripp
Telephone: 7758471152 Fax:	SCVP Name: Mark Gross
Email: tshropshire@storeycounty.org	Sales Strata: Federal Sales Region: USA
Email: tsmopsifile@storeycounty.org	With a copy (for Notices) to: AT&T Corp.
	One AT&T Way
	Bedminster, NJ 07921-0752
	ATTN: Master Agreement Support Team
	Email: mast@att.com
AT&T Solution Provider or Representative Information (
Name: Company Name:	
Agent Street Address: City: State: Zip Code: Country:	
Telephone: Fax: Email: Agent Code:	
Tolophone. Tax. Email: Agont code.	
This Pricing Schedule is part of the Agreement between AT	F&T and Customer referenced above.
Customer	AT&T
(by its authorized representative)	(by its authorized representative)
Dur	Dur
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

Page 1 of 7

ROME ID 1-E15CCY4 (MA XI or Higher) no_pcs_processing





1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet(ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS_(see ADI Express)
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS
AT&T Cloud Web Security Service	http://serviceguidenew.att.com/sg_flashPlayerPage/cwss
AT&T Business Wi-Fi (fka AT&T Wi-Fi – Enterprise)	http://serviceguidenew.att.com/sg_flashPlayerPage/AWS
AT&T Distributed Denial of Service	http://serviceguidenew.att.com/sg_flashPlayerPage/SNG
AT&T Premises Based Firewall Service	http://serviceguidenew.att.com/sg_flashPlayerPage/MSS
AT&T Collaborate™	http://serviceguidenew.att.com/sg_flashPlayerPage/COLLAB

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component			
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term			
Per site†	\$250*	Longer of 12 Months or until the end of Pricing Schedule Term			
†Applies to AT&T Collaborate only.		-			
*This charge applies in lieu of the applicable percentage set forth for termination charges in the Master Agreement.					

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES

Section I: AT&T Dedicated Internet

Table 1: ADI Self - Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI	Undiscounted ADI w/ Managed Router	Undiscounted ADI w/ Virtual Router
Ethernet	\$1,500.00	\$1,500.00**	\$0.00

^{**}Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only

AT&T and Customer Confidential Information

Page 2 of 7

ROME ID 1-E15CCY4 (MA XI or Higher) no_pcs_processing



Table 2: On-Site Installation

Discount: 100.00%

D10004111: 100:00 70	
ADI Speed	Undiscounted ADI w/ Managed Router Only
Ethernet	\$1,500.00

Table 3: Flat Rate and Flexible Bandwidth Billing Option - Ethernet (2 Mbps to 1 Gbps) - Group 1, 2, and 3

Available bandwidth levels are subject to qualification at time of each order and may vary for ADI ports/access ordered with or without the Network on Demand ontion

			Discounted	Minimum Bandwidth Commitment		
Bandwidth	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 2	Ethernet Access Monthly Fee Group 3	Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
2 Mbps	\$400.00	\$421.00	\$635.00	\$260.00	\$388.00	\$355.00
4 Mbps	\$400.00	\$421.00	\$635.00	\$262.00	\$390.00	\$325.00
5 Mbps	\$400.00	\$421.00	\$635.00	\$263.00	\$391.00	\$270.00
8 Mbps	\$400.00	\$421.00	\$635.00	\$266.00	\$394.00	\$235.00
10 Mbps	\$400.00	\$421.00	\$635.00	\$268.00	\$396.00	\$198.00
20 Mbps	\$420.00	\$449.00	\$758.00	\$449.00	\$577.00	\$144.25
50 Mbps	\$524.00	\$572.00	\$968.00	\$813.00	\$955.00	\$95.50
100 Mbps	\$604.00	\$651.00	\$1280.00	\$1,400.00	\$1,555.00	\$77.75
150 Mbps	\$610.00	\$677.00	\$1,412.00	\$1,800.00	\$1,965.00	\$65.50
250 Mbps	\$900.00	\$900.00	\$1,667.00	\$2,150.00	\$2,240.00	\$44.80
400 Mbps	\$1,100.00	\$1,100.00	\$2,201.00	\$2,700.00	\$3,380.00	\$42.25
500 Mbps	\$1,100.00	\$1,100.00	\$2,239.00	\$3,500.00	\$4,325.00	\$43.25
600 Mbps	\$1,100.00	\$1,100.00	\$2,807.00	\$4,096.00	\$4,840.00	\$40.33
1000 Mbps	\$1,300.00	\$1,300.00	\$3,184.00	\$4,505.00	\$5,620.00	\$28.10
Discount:				82.00%	82.00%	82.00%

Table 4: Flexible Bandwidth Billing Option – Ethernet (2 Gbps to 10 Gbps) – Group 1, 2, 3, and 4

Available bandwidth levels are subject to qualification at time of each order and may vary for ADI ports/access ordered with or without the ADI on

Available bandwidth levels are subject to qualification at time of each order and may vary for ADI ports/access ordered with or without the ADI on Demand option.

	10 Gbps	10 Gbps	10 Gbps	10 Gbps	Minimum Bandw	idth Commitment	Undiscoun
Bandwidth	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 2	Discounted Ethernet Access Monthly Fee Group 3	Discounted Ethernet Access Monthly Fee Group 4	Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	ted Increment al Usage Fee Per Mbps
2 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$9,091.00	\$12,276.00	\$30.69
3 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$13,309.00	\$17,981.00	\$29.97
4 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$16,015.00	\$21,591.00	\$26.99
5 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$18,196.00	\$24,553.00	\$24.55

AT&T and Customer Confidential Information

Page 3 of 7

ROME ID 1-E15CCY4 (MA XI or Higher) no_pcs_processing



	10 Gbps	10 Gbps	10 Gbps	10 Gbps	Minimum Bandw	idth Commitment	Undiscoun
Bandwidth	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 2	Discounted Ethernet Access Monthly Fee Group 3	Discounted Ethernet Access Monthly Fee Group 4	Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	ted Increment al Usage Fee Per Mbps
6 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$21,309.00	\$28,768.00	\$23.97
7 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$24,218.00	\$32,727.00	\$23.38
8 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$26,953.00	\$36,387.00	\$22.74
9 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$28,931.00	\$39,069.00	\$21.71
10 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$30,909.00	\$41,716.00	\$20.86
Discount:					82.00%	82.00%	82.00%

Table 5: Flat Rate and Flexible Bandwidth Billing Option - Ethernet (20 Gbps to 100 Gbps) - Group 1 and 4

Available bandwidth levels are subject to qualification at time of each order and may vary for ADI ports/access ordered with or without the ADI on

Demand option.

Ethernet Discoun		Discounted	Discounted	Minimum Bandw	idth Commitment	Undiscounted
Bandwidth	Access Speed	Ethernet Access Monthly Fee Group 1	Ethernet Access Monthly Fee Group 4	Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	Incremental Usage Fee Per Mbps
20 Gbps	40 Gbps	\$20,103.65	NA	\$39,766.00	\$49,999.00	\$2.00
30 Gbps	40 Gbps	\$20,103.65	NA	\$49,237.00	\$67,242.00	\$2.00
40 Gbps	40 Gbps	\$20,103.65	NA	\$62,871.00	\$84,485.00	\$2.00
70 Gbps	100 Gbps	\$31,043.55	NA	\$84,800.00	\$112,799.00	\$1.35
100 Gbps	100 Gbps	\$31,043.55	NA	\$104,174.00	\$136,595.00	\$1.35
Discount:				82.00%	82.00%	82.00%

Table 6: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Fees

The Class of Service option is not available for ADI ports/access ordered with the ADI on Demand option.

Discount: 100%

Speed	Undiscounted ADI w/ or w/o Managed Router Monthly Service Fee*
9.01 to 10.0 Mbps	\$825.00
15.01 - 20.0 Mbps	\$1,325.00
45.01 – 155 Mbps	\$5,000.00
200 - 250 Mbps	\$5,400.00

^{*}Applies to ADI Express Only and Charges waived for Sites with AT&T BVoIP Service

Table 7: Class Of Service Option - Installation Fees

Discount: 100%

D1000u11t. 10070	
Class of Service Undiscounted Installation Fee*	\$1,000.00

^{*}Charges waived for Sites with AT&T BVoIP Service

Section III: Additional Service Fees

AT&T and Customer Confidential Information

Page 4 of 7

ROME ID 1-E15CCY4 (MA XI or Higher) no_pcs_processing



Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500.00 per location

Section IV: AT&T Business in a Box®

AT&T Business in a Box® is not available for ADI ports/access ordered with the ADI on Demand option.

Discount: 100%

Option	Undiscounted Monthly Fee*
Base Unit NextGen	\$75.00
Base Unit 12 Port	\$75.00
8 Port Analog Module Add-On	\$40.00

^{*} Pricing also applies to Service locations in Alaska

Discount: 0%

Per Site / Per Occurrence during Standard Business Hours (Monday- Frida 8:00 am- 5:00 pm, local time)	y, Undiscounted Service Charge List Price*
Move, Addition, Change to Service	\$260.00
Delete Service	\$500.00

^{*} Pricing also applies to Service locations in Alaska

Class Of Service Option - when ordered with AT&T BVoIP Services only

n	10	20	ıın	+٠	1	nr)%
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Class of Service Undiscounted Monthly Service Fee	\$225*

*Pricing also applies to Service locations in Alaska

Section V: AT&T Cloud Web Security

No discounts apply

AT&T Cloud Web Security Service per port (10 users) Rate	\$30.00

Section VI: AT&T Wi-Fi Enterprise

No discounts apply

AT&T Business Wi-Fi (ABW) per AP per month Rate	\$30.00
A C Dadilicos Will (ADW) per Ar per month rate	Ψ00.00

Section VII: AT&T Distributed Denial of Service - Reactive Service

No discounts apply

Service Component (Service Level)	Monthly Recurring Charge Per Circuit
Reactive service supporting from 10Mbps up to but not including 100Mbps circuit	\$98.00
Reactive service supporting from 100Mbps up to 1Gbps circuit	\$301.00

Section VIII: AT&T Distributed Denial of Service - Mitigation Usage Charges

No discounts apply

Service	Component	Usage Charge per Occurrence
Mitigation		\$497.00

AT&T and Customer Confidential Information

Page 5 of 7

ROME ID 1-E15CCY4 (MA XI or Higher) no_pcs_processing



Section IX: AT&T Premises Based Firewall Service - Small Business - Fortinet

No discounts apply

Service Componer	nt	Monthly Recurring Charge Per Seat
AT&T Premises-Based Firewall - Small Business - Essential		\$198.00
AT&T Premises-Based Firewall - Small Business - Standard		\$330.00

Section X: AT&T Collaborate

Table 1: AT&T Collaborate System License Fee

No Discounts apply

AT&T Collaborate Feature Name	Monthly Recurring Charge
	Per Seat
Basic Voice Seat	\$22.00
Enhanced Voice Feature Bundle	\$5.00
Unified Communication Bundle	\$8.00
Shared Workspace Bundle	\$8.00
	Per Unit
Contact Center Bundle (2 Supervisors and 10 Agents)	\$518.00
Auto Attendant	\$19.00
Receptionist Web Console	\$26.00
Pre-alerting Announcement	\$8.00
Contact Center Agent with Web Clients*	\$49.00
Contact Center Supervisor with Web Clients*	\$64.00
*Contact Center Agent with Web Clients and Contact Center Supervisor with Web Clients are	add-on features. Customer must purchase Contac
Center Bundle to purchase these features.	

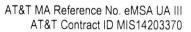
Table 2: AT&T Collaborate Equipment Fee

No discounts apply

Type of Equipment	Non-Recurring Charges Per Device
EdgeMarc 3700 Intelligent Edge	\$195.00
Adtran NetVanta 1234 24-port	\$345.00
Adtran NetVanta 1238P 48-port	\$943.00
Polycom SoundStation IP 6000	\$669.00
Polycom SoundStation IP 7000	\$942.00
Polycom VVX 300	\$136.00
Polycom VVX 301	\$136.00
Polycom VVX 310	\$143.00
Polycom VVX 311	\$143.00
Polycom VVX 400	\$188.00
Polycom VVX 401	\$188.00
Polycom VVX 410	\$195.00
Polycom VVX 411	\$195.00
Polycom VVX 500	\$266.00
Polycom VVX 501	\$266.00

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Polycom VVX 600	\$331.00
Polycom VVX 601	\$331.00
Polycom VVX Camera. For use with the VVX 500 and VVX 600	\$143.00
Polycom VVX Color Exp Module for VVX 300, 310, 400, 410, 500 and 600	\$253.50
Polycom RealPresence Trio 8800 IP conf. phone w built-in Wi-Fi	\$1,040.00
Yealink-W56P (Cordless)	\$130.00
Yealink-W56H (Cordless)	\$84.00
Yealink-T40P (Entry level)	\$97.00
Yealink-T46G (Mid-level)	\$182.00
Yealink EXP40 (Expansion accessory)	\$110.00

Table 3: AT&T Collaborate Installation Fee

No discounts apply

Non-Recurring Billing Element	Non-Recurring Charge Per Device
Equipment Installation and Shipping	\$151.00



AT&T Business Service Guide AT&T Dedicated Internet (ADI)

Table of Contents

AT&T Dedicated Internet (ADI)	6
Service Description	6
SD-1. Special COVID-19 Order Terms	6
SD-2. General	7
SD-2.1. Geographic Availability	7
SD-2.2. Withdrawal of Service or Service Component	10
SD-2.3. ADI Access Arrangements	10
SD-2.4. US Domestic Offshore Inter-Office Channel (IOC) for Customer USVI S	ites 11
SD-2.5. Installation Methods	11
SD-3. ADI Ordering	12
SD-3.1. Customer Orders	12
SD-3.1.1. ADI and PNT Implementation Planner	12
SD-3.2. Disconnect Orders	12
SD-3.3. Expedite of a Due Date	13
SD-3.4. Orders Not Subject to Early Termination Fees	13
SD-3.5. Ordering Local Access Using Email Service Request	13
SD-3.5.1. Format of Email Service Request	13
SD-3.5.2. Email Service Request — Rate Applicable	14
SD-3.5.3. Email Service Request — Authorized Email Addresses	14
SD-3.5.4. Email Service Request — Acknowledgement by AT&T	14
SD-4. ADI Billing	14
SD-4.1. Service Activation Date	14
SD-4.2. Cancellation of a Service Order	14
SD-4.2.1. Charges for Customer Cancellation of Service Order Prior to	
SD-4.2.2. Charges for AT&T Cancellation of Service Order Prior to Service Due to Customer Actions or Omissions	Activation 15
SD-4.3. ADI Billing Options	15
SD-4.3.1. Flat Rate Billing	

The AT&T Business Service Guide is subject to change by AT&T from time to time See http://serviceguidenew.att.com for current version.

SD-4.3.2. Monthly Sustained Usage	15
SD-4.3.3. Burstable Billing	16
SD-4.3.4. Hi Cap Flex Billing	16
SD-4.3.5. Shadow Billing (available with ADI Access Redundancy Options only)	16
SD-4.3.6. Single End Invoice	16
SD-4.3.7. SEI Limitations and Exclusions	17
SD-4.3.8. SEI Country Limitations	17
SD-5. Service Types	17
SD-5.1. ADI with Customer-Provided Router	17
SD-5.2. ADI with Managed Router	18
SD-5.3. ADI on Demand – Will no longer be available as of July 15 2020	19
SD-5.3.1. ADI on Demand Supported Features and Functionality	19
SD-5.3.2. User Experience	20
SD-5.3.2.1. Billing	20
SD-5.3.2.2. Customer Control	
SD-5.4. ADI Express	21
SD-6. ADI Service Components/Capabilities	
SD-7. ADI Features	23
SD-7.1. Class of Service	
SD-7.2. ADI in Carrier Hotels	23
SD-7.3. ADI with MPLS Private Network Transport (PNT)	23
SD-7.3.1. MPLS PNT Service Types	24
SD-7.3.1.1. MPLS PNT IP Transport	24
SD-7.3.1.2. MPLS PNT Label Transport	24
SD-7.3.1.3. MPLS PNT Unilink	24
SD-7.3.1.4. AT&T Private Network Transport – AT&T VPN Interoperability Featur	e 24
SD-7.4. Alternate Routing and Redundancy Options	25
SD-7.4.1. Alternate Backbone Node Option	25
SD-7.4.2. CPE Redundant Configuration Option	25
SD-7.4.3. Backbone Node Redundancy	25
SD-7.4.4. Access Router Redundancy	25
SD-7.4.5. Automatic Load Balancing (Link Redundancy)	25
SD-7.5. ADI with Business Voice over IP	26

SD-7.6. IP Version Option	26
SD-7.6.1. Internet Protocol version 4 (IPv4)	26
SD-7.6.2. Dual Stack (IPv4 – IPv6)	26
SD-7.6.3. Internet Protocol version 6 (IPv6)	26
SD-7.7. AT&T Dedicated Failover	26
SD-8. AT&T Security Services	27
SD-8.1. General	27
SD-9. Service Activation Date in the United States	27
Service Level Agreements	28
SLA-1. General ADI SLA Terms	28
SLA-2. ADI On-Time Provisioning SLA	31
SLA-3. ADI on Demand On-Time Provisioning SLA	32
SLA-4. ADI Site Availability / Time to Restore SLA	33
SLA-5. ADI Latency SLA	34
SLA-6. ADI Data Delivery SLA	35
SLA-7. ADI Jitter SLA	36
Pricing	37
P-1. Access	37
P-2. General Rates and Charges	37
P-3. Rate Table ADI-NRDCPE-CHRG – Non-Returned/Damaged CPE Charge	38
P-4. ADI Ports for Flat Rate and Flexible Bandwidth Billing Options — US Only	38
P-4.1. Flexible Bandwidth Billing Option — ADI 10 Gig Ethernet	39
P-4.2. Flat Rate Billing Option — ADI Nx10 Gig Ethernet	39
P-4.3. Flexible Bandwidth Billing Option — ADI 100 Gig Ethernet	40
P-4.4. Flat Rate Billing Option — ADI 100 Gig Ethernet	40
P-4.5. Flat Rate Billing Option — ADI Nx100 Gig Ethernet	41
Country-Specific Provisions	41
CSP-1. Argentina	41
CSP-1.1. Billing – BusinessMail Web-based Electronic Invoicing	41
CSP-2. Brazil	42
CSP-3. Canada	42
CSP-3.1. Billing – Web-Based Invoicing	42
CSP-4. Caribbean and Central American Cross Border Ethernet Access Countries The AT&T Business Service Guide is subject to change by AT&T from time to time. See http://serviceguidenew.att.com for current version.	42

CSP-4.1. Countries Included	42
CSP-4.2. Cross Border Ethernet	42
CSP-5. Chile	43
CSP-5.1. Billing and Payment Currency	43
CSP-5.2. Billing — BusinessMail Web-based Electronic Invoicing	43
CSP-6. Colombia	43
CSP-6.1. Charges	44
CSP-7. Costa Rica	44
CSP-7.1. General	44
CSP-8. Ecuador	44
CSP-8.1. Billing and Payment Currency	44
CSP-8.2. Billing – BusinessMail Web-based Electronic Invoicing	44
CSP-9. France	45
CSP-9.1. General	45
CSP-9.2. Ethernet Access	45
CSP-10. Germany	45
CSP-11. Italy	45
CSP-11.1. Use of Personal Information	45
CSP-12. Japan	46
CSP-12.1. Customer Responsibilities	46
CSP-13. Malaysia	46
CSP-13.1. Billing and Payment	46
CSP-14. Mexico	46
CSP-14.1. Billing and Payment	46
CSP-14.2. Billing – BusinessMail Web-based Electronic Invoicing	46
CSP-15. Panama	47
CSP-15.1. Billing and Payment Currency	47
CSP-16. Peru	47
CSP-16.1. Billing and Payment	47
CSP-16.2. Installation	47
CSP-17. Philippines	48
CSP-17.1. General	48
CSP-17.2. Billing and Payment	48
The AT&T Business Service Guide is subject to change by AT&T from time to time. See <u>http://serviceguidenew.att.com</u> for current version.	

AT&T Business Service Guide AT&T Dedicated Internet (ADI)

		_
CSP-18. Singapore	4	18
	4	
CSP-19. Venezuela	4	18
CSP-19.1. Billing and Payment	4	18

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AT&T Dedicated Internet (ADI)

Section Effective Date: 10-Jun-2019

AT&T Dedicated Internet (ADI) provides managed connectivity to the Internet through access facilities. ADI provided outside of the United States is commonly referred to as AT&T Dedicated Internet Global (ADIG) (formerly known as Global Managed Internet Service (GMIS)).

The ADI Service Guide consists of the following Parts:

- Service Description
- Service Level Agreements
- Pricing
- Country-Specific Provisions

In addition, specified portions of the General Provisions apply.

Cross References

Service Description

Service Level Agreements

Pricing

Country-Specific Provisions

Service Description

SD-1. Special COVID-19 Order Terms

Section Effective Date: 21-Jul-2020

Service for new Sites or new Service at existing Sites in the United States, that are initially ordered between March 20, 2020 and June 30, 2020 at existing contracted rates, will not be subject to termination charges arising from a Minimum Payment Period.

Service (10M through 1G only) for new Sites, or new Service at existing Sites in the United States, that are initially ordered between July 1, 2020 and September 30, 2020 and disconnected prior to January 30, 2021, will not be subject to termination charges arising from a Minimum Payment Period. All orders, Service, and Service Components that are not disconnected prior to January 30, 2021 are subject to the applicable Minimum Payment Period (if any) described in the Customer Agreement or Pricing Schedules.

The preceding does not apply to: (a) any Service or Service Component that is not dedicated to the internal use only of the Customer and its Affiliates, (b) any Service or Service Component that is resold or the use of which is included as part of another service or product sold by Customer or an Affiliate to a third party, (c) any order placed to modify MPLS Ports or Access at an existing Site, or (d) any order at Sites outside the United States. All orders, Service, and Service Components that fall into any of the foregoing categories (a) through (d) are subject to

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the applicable Minimum Payment Period (if any) described in the Customer Agreement or Pricing Schedules.

Between March 20, 2020 and June 30, 2020, notwithstanding any contrary statements in the Customer Master Agreement or Pricing Schedule, if a Customer is unable to accept Service by the original or extended due date scheduled Service Activation Date, AT&T will not cancel or begin billing for the Service Component subject to the delay. If AT&T does begin billing for such delayed Service Components prior to June 30, 2020, AT&T will issue Customer a credit for any charges during this time. After June 30, 2020, AT&T will invoice consistent with the SD-3.1. Service Activation Date.9.2.1 Customer Delay of Due Date policy. This paragraph does not apply to Service at sites outside the United States.

Until June 30, 2020, AT&T will defer for 90 days billing for non-returned CPE as of the date Customer is required to return the CPE.

SD-2. General

SD-2.1. Geographic Availability

Section Effective Date: 30-Sep-2020

ADI Service Components/Capabilities and Optional Features are available as indicated in the ADI Geographic Availability Matrix:

ADI Geographic Availability Matrix				
Service Component / Capability or Optional Feature	US Mainland	AK/HI/PR/USVI	Outside US	Notes
Ports	Yes	Yes	Yes	<frac> <tdm></tdm></frac>
AT&T Local Channels	Yes	HI and PR Only	Yes	<alc> <tdm></tdm></alc>
Local Access Combo	Yes	HI and PR Only	No	
Ethernet Access to ADI	Yes	AK and PR Only	Yes	<ea></ea>
Ethernet Access to PNT	No	No	No	<pnt></pnt>
Packet Filtering	Yes	Yes	No	<pf></pf>
DNS Administration / Additional DNS	Yes	Yes	Yes	<dns></dns>
Dual Stack IP Version Option (IPv4/IPv6)	Yes	Yes	Yes	<ds></ds>
IPv6 Version Option	Yes	Yes	Yes	<ipv6></ip

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	ADI Ge	ographic Availability Mat	rix	
Service Component / Capability or Optional Feature	US Mainland	AK/HI/PR/USVI	Outside US	Notes
Network Usage Reports	Ye	Yes	Yes	<cos></cos>
ADI with Network Co-Location Service	Yes	Yes	No	
ADI in Carrier Hotel	Yes	Yes	No	<nts></nts>
ADI with MPLS PNT (non- Ethernet)	No	No	No	<pnt></pnt>
MPLS PNT Unilink Feature	No	No	No	<pnt></pnt>
ADI Express	Yes	PR Only	Mexico Only	<axp></axp>
ADI on Demand	Yes	No	No	<mxp> <us21></us21></mxp>
Alternate Routing and Redundancy Options	Yes	Yes	No	
ADI with Business Voice over IP (BVoIP)/ADIVB	Yes	AK Only	No	
AT&T Security Services	Yes	Yes	No	
Diagnostic Modem Telephone Line	No	No	No	<dmtl></dmtl>
Single End Invoice	No	No	Yes	<sei></sei>
Zero Mile Access	Yes	No	Yes	
Notes				
<alc></alc>		s are considered ADI Servi nly if provided under the A		
<cos></cos>	The Class of Service basis with prior app ATM).	Feature is restricted for our oval and with Private Line	itside the US on a ca /direct connection on	se-by-case ly (No Frame or
<axp></axp>	ADI Express is a stre	eam-lined offer of select AD	l port speeds.	

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This document reflects the Service Guide in effect as of October 14, 2020

	ADI Geographic Availability Matrix			
Service Component / Capability or Optional Feature	US Mainland	AK/HI/PR/USVI	Outside US	Notes
<dmtl></dmtl>	customers are required (POTS line) and can determination. Fallowers	Router sites outside the U.S uired to provide a dedicated abling to the modem for the plure to provide the dial connected Availability Service Level	analog dial telephon ourposes of remote p ection will void the C	e connection problem on-Time
<dns></dns>	The DNS Provisioning	ng Tool is not available for A	DI Sites located outs	side the US.
<ds></ds>	In the United States, Dual Stack (IPv4/IPv6) is available for: PPP speeds from T-1 up to OC-12; and switched Ethernet Access up to and including 1 GigE. Dual Stack (IPv4/IPv6) is available on dedicated Ethernet access at 10 GigE, Nx10GigE, 40GigE and 100GigE.			
	Outside the United S access up to and i	States, Dual Stack (IPv4/IPv6) ncluding 1GigE.) capability is availal	ble for Ethernet
<ea></ea>	Ethernet Access is available for ADI Sites in the US Mainland, Alaska and Puerto Rico, as well as in countries that ADI-Global is offered outside the United States.			
<frac></frac>	Effective June 30, 2015, Fractional T1 service (56Kb to 1024 Kb) in the United States, PR and USVI has been discontinued. Effective September 30, 2015, Fractional T1/E1 (56Kb to 1024 Kb) outside the			
< P v 6>	United States has been discontinued. In the United States, IPv6 is available for: PPP speeds from T-1 up to OC-12; and switched Ethernet Access up to and including 1 GigE. IPv6 is available on dedicated Ethernet access up to and including 10 GigE, Nx10GigE, 40GigE and 100GigE. Outside the United States, IPv6 capability is available for Ethernet access, up to and including 1GigE.			
<nts></nts>	The following port speeds are available at NTS locations: Gigabit Ethernet (Single Mode Fiber only), OC-3 (Single Mode Fiber only), OC-12 (Single Mode Fiber only), OC-48 (ICB and Single Mode Fiber only), 1GigE, 10GigE, 40GigE and 100GigE.			
<nur></nur>	Network Usage Reports are not available for ADI Sites located in the Philippines.			
<pf></pf>	Packet Filtering is available with ADI with Managed Router only.			
<pnt></pnt>	Effective October 31, 2020, New and Change orders for MPLS PNT will no longer be accepted. MPLS PNT will be discontinued on July 31, 2021. See service description for additional information.			
<sei></sei>	SEI is provided ICB	and subject to individual con	firmation.	
<tdm></tdm>	renewal, and new and port speeds (T	, 2020, TDM access and por and change orders will no lor 1, T3, NxT1, MLPPP, and O description for additional info	nger be supported. Cx) will be discontin	TDM access

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	ADI Geographic Availability Matrix				
Service Component / Capability or Optional Feature	US Mainland	AK/HI/PR/USVI	Outside US	Notes	
<us21></us21>	Limited to only areas in the following states where an AT&T affiliate is the ILEC: Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Texas, Tennessee and Wisconsin. Also availab in Puerto Rico and Mexico.		ansas, n Carolina,		

SD-2.2. Withdrawal of Service or Service Component

Section Effective Date: 16-Nov-2012

AT&T may discontinue providing 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.

SD-2.3. ADI Access Arrangements

Section Effective Date: 30-Sep-2020

To use ADI, Customer must obtain access between each Customer Site and an AT&T POP, using one of the following supported ADI Access Arrangements:

Ethernet Access

Including Dedicated and Switched Ethernet Access connects a Customer Site to a designated AT&T POP or an AT&T integrated cloud if ADI on Demand is utilized (via Ethernet protocol for Switched Ethernet Access).

Frame Relay Access

For sites inside the US, PR and USVI, effective March 31, 2014, ADI with Frame Relay access has been discontinued.

For sites outside the US, effective August 31, 2017, ADI with Frame relay access has been discontinued

ATM Access

For sites inside the US, PR and USVI, effective March 31, 2014, ADI with ATM access has been discontinued.

For sites outside the US, effective August 31, 2017, ADI with ATM Access has been discontinued.

Private Line TDM Access

Effective October 31, 2020, ADI with Private Line TDM access (Fractional T1, T1, NxT1, MLPPP, Fractional T3, T3, and OCx) (ADI with Private Line TDM Access) is grandfathered and (a) is no longer available for order or purchase by new customers and (b) will not support requests for physical changes, including the upgrade or downgrade of access/port

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speed, installation of new locations, or moves to different site addresses. Following expiration of any applicable Pricing Schedule Term, ADI with Private Line TDM Access will be provided on a month-to-month basis until discontinued by AT&T or disconnected by Customer. Customers should plan to transfer existing impacted service prior to the discontinuance and withdrawal of ADI with Private Line TDM Access on July 31, 2021.

Zero Mile Access

Zero Mile Access (ZMA) allows a Customer to connect Customer premises equipment located at an AT&T or third party data center to an ADI Port if an AT&T POP is located at the same AT&T or third party data center. The demarcation for ADI is the patch panel associated with the AT&T ADI Port at the AT&T POP. Customer is solely responsible for arranging (including contracting and payment for) all space, wiring, equipment, provisioning, and maintenance required to connect Customer premises equipment to the AT&T patch panel. In the event the AT&T POP, where the Customer premises equipment is connected, responsibility to arrange to either re-locate its Customer premises equipment to a location where an AT&T POP exists, or obtain access from its Customer premises equipment to another AT&T POP.

SD-2.4. US Domestic Offshore Inter-Office Channel (IOC) for Customer USVI Sites

Section Effective Date: 28-Feb-2017

For any ADI Site(s) located in USVI with a T3 port speed, Customer will be responsible for establishing a connection between the AT&T POP in USVI and an AT&T POP in Puerto Rico. Such a connection will be established via a US Domestic Off-Shore IOC, as more fully described in the Service Guide for the <u>AT&T Bandwidth Services</u>. See Section SD-1.2.1.3. US Domestic Off-Shore IOCs to Hawaii, Puerto Rico, the US Virgin Islands and Guam and associated Cross References.

SD-2.5. Installation Methods

Section Effective Date: 10-Jun-2019

There are two methods of installation of any ADI router: Customer Install and AT&T Install (limited to AT&T-Provided routers). The installation method for an ADI router at a particular Site will be selected by the Customer as part of its placement of an ADI order.

- Customer Install (also referred to as "Tele-Install"): Customer is responsible for setting up its ADI router, whether Customer-provided or AT&T-Provided, without the assistance of an AT&T Field Technician at the customer site. Customer can contact an AT&T Engineer when Customer is ready to Test & Turn-up the router and ADI service. The AT&T Engineer can be contacted through the AT&T Order Status Manager link that will be provided via the Order Confirmation and Order Completion letters.
- AT&T Install (also referred to as "On-Site Install"): An AT&T Field Technician will set up the AT&T-Provided ADI router at the Customer Site identified on the applicable ADI order. The AT&T Field Technician will complete the Test & Turn-up of the ADI router and the ADI service on the Service Activation Date.

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SD-3. ADI Ordering

SD-3.1. Customer Orders

Section Effective Date: 10-Jun-2019

For ADI Sites located in the US, AT&T and the Customer may conduct a technical interview to develop the details of a Customer's order and determine the technical requirements for implementing a Customer's ADI. For ADI Sites located outside the US, AT&T personnel will review the order and contact Customer for any necessary information or clarification regarding Customer's order. Customer must provide a valid Domain Name to AT&T for use with ADI. Customer may use an existing Domain Name already registered with another ISP or, if AT&T is to provide DNS Administration, a Domain Name that a Customer plans to register with the ICANN Accredited Registrar database in its company name and identifying AT&T DNS servers for purposes of DNS resolution. For ADI Sites located in the US, AT&T will provide a Customer Confirmation Document ("CCD") by email to Customer confirming the details of Customer's ADI order. For ADI Sites located outside the US, the details are contained in Customer's order. AT&T will begin provisioning ADI for Sites located outside the US after the CCD is issued to the Customer. AT&T will begin provisioning all required information.

If Customer is eligible and selects ADI on Demand AT&T will begin service activation for sites located in the US on the Customer selected date noted on the CCD provided by the email. Billing will begin at time of service activation.

SD-3.1.1. ADI and PNT Implementation Planner

Section Effective Date: 30-Jun-2017

To help a Customer plan for the implementation of ADI, applicable implementation and Customer site preparation documents can be found at the ADI and PNT Implementation Planner website at http://carecentral.att.com/MISExpress.Implementation.

SD-3.2. Disconnect Orders

Section Effective Date: 28-Feb-2017

To disconnect an ADI Service Component, Customer must submit a disconnect order in writing using AT&T's online form, where available, or AT&T's designated alternative procedures. Recurring charges continue to apply for a period of 30 days from the date AT&T receives a disconnect order or until the disconnect date, as specified in the disconnect order, whichever is later. The disconnect date is known as the Customer Requested Due Date (CRDD).

The Customer may delay the CRDD just once. The new CRDD can be no more than 14 calendar days later than the original CRDD. The Customer may initiate a delay by submitting a written request using AT&T's online form, where available, or AT&T's designated alternative procedures.

Customer may cancel a disconnect order, at any time prior to the disconnect date (CRDD), by submitting a written request using AT&T's online form, where available, or AT&T's designated alternative procedures.

Customers with ADI on Demand may disconnect on the AT&T Business Center portal. Early Termination Fees will apply as set forth in the Pricing Schedule.

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SD-3.3. Expedite of a Due Date

Section Effective Date: 10-Jun-2019

Customer's request to advance the Due Date of an order at an ADI Site will be accepted by AT&T on an individual case basis. A Charge is applicable to each expedited access circuit.

SD-3.4. Orders Not Subject to Early Termination Fees

Section Effective Date: 26-Jun-2020

For the ADI and MPLS PNT Service Types listed below, the disconnection of an ADI or MPLS PNT Service Component shall not be considered termination of Service or Service Components by Customer if any of the stated order types apply:

- The order is an outside move at the same or upgraded ADI or MPLS PNT speed, for which Minimum Payment Period (MPP) shall be 12 months or more.
- The order is a change order or disconnect order with a related new order for ADI or MPLS PNT Service at the same speed with additional options or an upgraded speed with or without additional options and the Minimum Payment Period (MPP) for the new ADI or MPLS PNT Service is 12 months or more.
- The order is an upgrade to new ADI or MPLS PNT Ethernet access Service and the Minimum Payment Period (MPP) is 12 months or more.

For the above orders, applicable ADI and MPLS PNT Order Types are:

- N x T1, MLPPP
- MARO (ADI Access Redundancy Option)
- AT&T Dedicated Internet with Ethernet Access
- MPLS Private Network Transport Service with Ethernet Access
- The order is an MPLS PNT disconnect order with a related new order for AT&T VPN Service. This early termination charge waiver does not apply to ADI Service Types that do not include the MPLS PNT Feature.

SD-3.5. Ordering Local Access Using Email Service Request

SD-3.5.1. Format of Email Service Request

Section Effective Date: 15-Mar-2018

An Email Service Request Form is an option in lieu of signing an additional pricing addendum. Customer orders for non-US Local Access and/or Ethernet Access may be submitted via email only in accordance with this section. Customer email orders shall be in substantially the same format and include the terms shown in the Customer Email Service Request form provided to Customer by AT&T. Customer-designed order forms will not be accepted. All Customer orders are subject to review and approval by AT&T. In certain countries, Customer or Customer's local legal entity may be required to execute a separate service agreement with a local service provider or the local AT&T legal entity prior to acceptance of order by AT&T.

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SD-3.5.2. Email Service Request — Rate Applicable

Section Effective Date: 15-Mar-2018

The rates applicable for Local Access Service Components ordered using a Customer Email Service Request shall be those set forth in the valid AT&T quotation transmitted to Customer by AT&T for the specific Local Access Service Components ordered (the Quote). A Quote is valid only for the Local Access Service Components at the particular locations that it references and does not apply to future orders for moves, adds, and changes. The Quote shall be valid only until the date stated or otherwise withdrawn by AT&T. The Customer Email Service Request shall reference the access circuit or quote identification from the applicable Quote (Quote ID).

SD-3.5.3. Email Service Request — Authorized Email Addresses

Section Effective Date: 15-Mar-2018

Customer and AT&T shall define the email addresses authorized for submission of Customer Email Request as required in the initial Email Request form supplied to Customer by AT&T (Authorized Email Addresses). All subsequent Customer Email Service Requests shall only be transmitted to the Authorized Email Addresses. AT&T shall not respond to Customer Email Requests not transmitted from an Authorized Email Address.

SD-3.5.4. Email Service Request — Acknowledgement by AT&T

Section Effective Date: 15-Mar-2018

If a Customer Email Service Request has not been acknowledged by AT&T by email to the Customer Authorized Email Address within five (5) business days of the submission of the Customer Email Service Request shall be considered rejected by AT&T.

SD-4. ADI Billing

SD-4.1. Service Activation Date

Section Effective Date: 10-Jun-2019

Billing for each ADI Service Component outside the United States will begin on the Service Activation Date of that Service Component, unless Customer's actions or omissions cause a delay of the Service Activation Date beyond its scheduled Service Activation Date, in which case billing shall be effective as of the day after the originally scheduled Service Activation Date for such ADI Service Component. All Customer invoices for ADI Service provided outside the United States shall be in the currency specified in Customer's Pricing Schedule or Pricing Addendum.

SD-4.2. Cancellation of a Service Order

Section Effective Date: 10-Jun-2019

Customer may cancel an order for installation of Service at the Site prior to the Service Activation Date. Cancellation of Service after the Service Activation Date shall be considered termination of the Service Components at the Site. Additional fees may be applicable in the AT&T Bandwidth Services Service Guide.

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SD-4.2.1. Charges for Customer Cancellation of Service Order Prior to Service Activation

Section Effective Date: 10-Jun-2019

Upon cancellation by Customer of an order to install Service at a Site, Customer shall pay:

- Major Change for Router MACD charge of \$1,500
- Any access facilities cancellation charges and any other third-party charges incurred by AT&T arising due to cancelled service orders; and the monthly Recurring Charges for the access line component(s) for the Minimum Payment Period applicable if cancellation occurs after AT&T has placed order for access line or after shipment of CPE to Customer.

SD-4.2.2. Charges for AT&T Cancellation of Service Order Prior to Service Activation Due to Customer Actions or Omissions

Section Effective Date: 28-Feb-2017

AT&T may cancel an order for installation of Service at the Site if Customer's actions or omissions prevent AT&T from completing installation at a Site within sixty (60) calendar days of the Scheduled Service Activation Date, or fifteen (15) calendar days from service activation for ADI on Demand.

Upon cancellation by AT&T of an order to install Service at a Site due to Customer's actions or omissions preventing AT&T from completing installation of an order to install Service at a Site. In that event, Customer shall pay:

 Any access facilities cancellation charges and any other third-party charges incurred by AT&T arising due to cancelled service orders; and the monthly recurring charges for the access line component for the Minimum Payment Period applicable if cancellation occurs after AT&T has placed order for access line or after shipment of CPE to Customer.

SD-4.3. ADI Billing Options

SD-4.3.1. Flat Rate Billing

Section Effective Date: 01-Mar-2005

Customer contracts for a stated bandwidth and pays a fixed monthly fee.

SD-4.3.2. Monthly Sustained Usage

Section Effective Date: 28-Feb-2017

AT&T measures monthly sustained usage for billing purposes as follows:

AT&T polls the ADI Port every five minutes and collects two data points, octets (units of data), in and out.

The data points are tracked over the course of the monthly billing cycle.

AT&T disregards the top 5% of the data points over a month, and bills Customer each month at the 95% level of usage.

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SD-4.3.3. Burstable Billing

Section Effective Date: 10-Jun-2019

Burstable Billing is no longer offered to new customers. Existing customers who have the service are grandfathered in.

SD-4.3.4. Hi Cap Flex Billing

Section Effective Date: 05-Mar-2020

ADI Hi Cap Flex Billing is available with DS3, OC3, OC12, OC48 and Ethernet (excluding Nx10Gig and Nx100G) Access Channels for Customer Sites located in the US. Customer selects a minimum monthly bandwidth commitment for a fixed monthly charge, and pays an additional charge based on monthly sustained usage above that minimum commitment.

SD-4.3.5. Shadow Billing (available with ADI Access Redundancy Options only)

Section Effective Date: 15-Dec-2005

Shadow Billing is available for the backup access circuit at Customer Sites with Backbone Node Redundancy or Access Router Redundancy where Local Channel (T-1 and T-3) or ATM (T-3) is the access method. Customer pays a minimum monthly charge for up to 56 Kbps of capacity on backup access circuit and, if the primary access circuit fails, additional charges based on any actual monthly sustained usage of the backup circuit above 56 Kbps.

SD-4.3.6. Single End Invoice

Section Effective Date: 30-Oct-2015

Single End Invoice (SEI) is a billing feature under which AT&T will consolidate all charges payable by Customer for Service in one or more countries into a single invoice and single currency (the "SEI Currency") for payment by Customer. AT&T will invoice Customer or Customer's Affiliate for Services in a Customer-designated country approved for SEI by AT&T ("Approved SEI Country"). Customer or Customer's Affiliate must be legally incorporated or established in the designated Approved SEI Country to receive the invoice.

The rates applicable for SEI in a country will be described in the Pricing Schedule. To deliver an SEI invoice, AT&T will:

- generate the SEI invoice in the month following the month in which the SEI charges would normally be invoiced by AT&T; and
- for SEI that are not already priced in the SEI Currency, calculate the SEI Currency value of the SEI charges by converting charges from their stated currency into the SEI Currency by applying an exchange rate. The exchange rate applicable to this conversion will be calculated as the average of the daily closing rates, for each of those currencies published by Bloomberg L.P. New York Composite 5:30 pm US Eastern time. The average is calculated using the daily closing rate of the 16th day of the month (or closest immediately following business day), up to and including the daily closing rate of the 15th day of the following month (or closest immediately preceding business day).

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Customer shall make payment to AT&T's Affiliate for the Services billed using SEI in the Approved SEI Country designated by the Customer in the SEI Currency shown on the invoice.

SD-4.3.7. SEI Limitations and Exclusions

Section Effective Date: 30-Oct-2015

SEI is available subject to the following limitations:

- SEI is not available for all countries where Service is available. For some countries, SEI is required as a condition for Customer to obtain Service.
- Customer is required to maintain the Approved SEI Country and SEI Currency designated for a minimum of twelve months.
- AT&T reserves the right to modify or eliminate SEI, the SEI Approved Countries or the SEI
 Currencies, without prior notice. Services already contracted for prior to the date of such
 change, shall continue to be invoiced under the Customer's existing SEI terms until the
 expiration of the Pricing Schedule term.
- Depending on the jurisdiction where the Service or SEI is provided, AT&T may incur
 irrecoverable costs (such as taxes, duties, levies and other similar charges). Upon written
 notice to Customer, AT&T may increase the charges payable by Customer and may submit
 supplementary SEI invoices, for affected countries, to recover irrecoverable costs.
- AT&T reserves the right to modify the currency conversion methodology described herein. AT&T will inform Customer if a new currency conversion standard is selected.
- On termination of SEI, AT&T will invoice Customer for the SEI Eligible Services in accordance with the then-current invoicing procedure for each SEI Eligible Service.

SD-4.3.8. SEI Country Limitations

Section Effective Date: 30-Oct-2015

Unless Customer elects to be invoiced in an SEI Country, AT&T's Hong Kong affiliate shall invoice Customer's Legal Entity in Hong Kong in the currency listed in the Schedule of Charges for the countries specified below, and Customer's Legal Entity in Hong Kong shall make payment to AT&T's Hong Kong Affiliate.

- Macau
- Mongolia

SD-5. Service Types

SD-5.1. ADI with Customer-Provided Router

Section Effective Date: 28-Feb-2017

Under ADI with Customer-Provided Router, Customer must (a) provide all CPE necessary to access ADI, (b) configure, install, manage, monitor, and maintain all such equipment, and (c) manage certain elements of its Internet access.

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SD-5.2. ADI with Managed Router

Section Effective Date: 10-Jun-2019

Under ADI with Managed Router, AT&T provides, configures, monitors, manages and maintains the CPE necessary to use ADI, which generally consists of a router and a diagnostic modem. Customer is required to maintain a dedicated POTS line that will be used only with the diagnostic modem for out-of-band testing. For sites in the United States, ADI with Managed Router is not available with the IPv6 IP Version Option.

AT&T CPE Monitoring, Maintenance, and Management

AT&T has full management and operational control (including passwords) of the AT&T CPE. AT&T coordinates required software updates and configuration changes to AT&T CPE. AT&T technicians will work remotely with Customer to diagnose failures and determine if AT&T CPE should be replaced or repaired.

ADI with Managed Router (Remote/Telephone Support Only)

Standard Support: For ADI Sites located in the US, AT&T provides Advanced Replacement Next Business Day equipment delivery, as needed, for malfunctioning AT&T CPE. This is in addition to remote/telephone support. Customer is responsible for installing the delivered replacement AT&T CPE with telephone assistance from AT&T, if required.

ADI with Managed Router (On-Site Support)

Optional Support, Additional Cost: Alternatively, Customers may, if available at a specific location, choose to purchase a 4 hour maintenance response. The service will include necessary replacement CPE (as determined by AT&T) as well as assistance from the AT&T technician who will arrive on Customer's site to facilitate the CPE replacement. AT&T reserves the right, at any time and at its sole discretion, to substitute AT&T CPE (or any of its parts) with another functionally equivalent piece of hardware.

Implementation support

For ADI Sites located in the US, ADI with Managed Router includes on-line access to the ADI Implementation Planner, which provides detailed information about the installation and use of ADI. AT&T will help Customer prepare for installation and use of ADI by providing Customer Site configuration information to Customer and by registering Customer's network numbers, domain names and routing information. AT&T will coordinate access line connection or ordering and installation and ADI testing.

Packet Filtering

ADI with Managed Router for ADI Sites located in the US includes implementation and ongoing management of packet filtering tables in the AT&T CPE router based on a customized filtering plan jointly defined by AT&T and Customer. AT&T also makes requested changes to the filtering plan, provided that Customer may only request one change per week and such changes may only be requested and made during normal business hours.

Return of AT&T CPE

Upon notice of termination of Service at a Site or when AT&T notifies Customer that the AT&T CPE is no longer needed for the provision of Service, Customer shall return to AT&T

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at Customer's expense the AT&T CPE located at a Customer Site within thirty (30) days of notice. Upon return, AT&T CPE must be in the same condition as originally installed, except for ordinary wear and tear. If upon return by Customer AT&T determines that the AT&T CPE is damaged (beyond ordinary wear and tear) or is missing components (including, for example, the out-of-band Modem), or if the Customer does not return the AT&T CPE, then Customer shall pay the applicable Non-Returned/Damaged CPE Charge set forth in the Non-Returned/Damaged CPE Charge Table.

Cross References

P-3. Rate Table ADI-NRDCPE-CHRG - Non-Returned/Damaged CPE Charge

SD-5.3. ADI on Demand – Will no longer be available as of July 15 2020

Section Effective Date: 28-Feb-2020

ADI on Demand is an ordering and provisioning functionality that allows Customers to purchase and manage ADI Express services offered via ADI on Demand functionality at qualifying locations using AT&T Business Center, an on-line, self-service portal. ADI on Demand functionality includes, but is not limited to:

- · Setting up new Internet access
- · Changing bandwidth
- Maintenance trouble reporting
- Order status updates through AT&T Business Center
- Viewing bills online

ADI on Demand requires the use of AT&T Business Center, a web interface available at no additional charge, to access and perform certain ordering and service management functions. Services may be purchased using ADI on Demand only in those locations for which AT&T has made ADI on Demand available within the US 21 states (AR, CA, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI, GA, FL, SC, NC, LA, MS, TN, AL, KY). ADI on Demand functionality is not available for Sites which include, but are not limited to, dedicated managed routers, and unmanaged ADI service.

AT&T may, in its discretion, add to or modify the services, order types, features and functionalities supported by ADI on supported services, availability, order types, features and functionalities that may be selected by Customer.

SD-5.3.1. ADI on Demand Supported Features and Functionality

Section Effective Date: 28-Feb-2017

ADI on Demand will support the following order types, features and functionalities of AT&T Dedicated Internet, subject to modification at AT&T's discretion:

- Order Types
 - Add, change, Customer Bandwidth Port and Access
 - Add, change Minimum Bandwidth Commitment (MBC)

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- Ability to change billing model between Usage Based and Flat rate
- Managed Services
 - ADI on Demand locations will include a "Managed Virtual Router", a virtualized routing function hosted inside the AT&T Network and not located on the customer premise. Customers are responsible for LAN-based equipment.
- Exclusions
 - AT&T Business in a Box will not be available with ADI on Demand locations
 - Only available for ADI with Managed Router
 - Class of Service will not be available with ADI on Demand

SD-5.3.2. User Experience

SD-5.3.2.1. Billing

Section Effective Date: 28-Feb-2017

Flat Rate Billing

Customer contracts for a stated bandwidth and pays a fixed monthly fee.

Usage Based Billing – HiCap Flex

Customer selects a Minimum Bandwidth Commitment for a fixed monthly charge, and pays an additional charge based on monthly sustained usage above that Minimum Bandwidth Commitment. The Incremental Usage Fee is the charge per Mbps for usage above the Minimum Bandwidth Commitment.

Ethernet Access

The Ethernet Access designates the monthly recurring charge for the access necessary to operate ADI.

Proration and Billing

The following Customer order types may result in partial month or prorated charges on the Customer's bill. New Adds or Change Orders that occur between billing cycles may result in partial month charges based on calendar days in service.

- Add, change, Customer Bandwidth Port and Access
- Add, change Minimum Bandwidth Commitment (MBC)

SD-5.3.2.2. Customer Control

Section Effective Date: 24-Nov-2015

Customers will have the ability to change various attributes of the service, including, but not limited to, Routing and Configurations.

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SD-5.4. ADI Express

Section Effective Date: 10-Jun-2019

ADI Express is an ordering and provisioning functionality of select ADI speeds. Customer may purchase the following optional Services under their ADI Express Service Agreement:

- AT&T Cloud Web Security Service, pursuant to the terms and conditions as set forth in the <u>AT&T Cloud Web Security Service Guide</u>, and
- AT&T Business Wi-Fi (fka AT&T Wi-Fi-Enterprise), pursuant to the terms and conditions as set forth in the AT&T Wi-Fi Services Service Guide.
- Reactive DDoS Attack Mitigation set forth in the AT&T Managed Security Services Service Guide
- Premises-based Managed Firewall set forth in the AT&T Managed Security Services Service Guide

SD-6. ADI Service Components/Capabilities

Section Effective Date: 20-Nov-2019

ADI Port

An ADI Port located within the United States provides the connection to the AT&T Network. The Port speed is the maximum rate for transmission of data through the Port.

An ADI Port located outside the United States provides the connection to the AT&T Network. The Port upload and download speeds are symmetrical. The Port speed selected by Customer will be the advertised, minimum, maximum and normally available speeds for transmission of data through the Port.

Domain Name System (DNS) Administration

AT&T will host Customer's IP addresses or domain names for up to 15 primary and/or secondary (the same domain counts as both primary and secondary) DNS zones (15 domain names per circuit or per each NxT1 circuit bundle). If Customer establishes its own primary DNS, AT&T will host secondary DNS only. Customer must pay to the registrar all domain registration fees related to registration and use of domain names. AT&T will not host domains that are not owned by Customer. Once Customer's DNS is established, Customer must self-administer its DNS for all existing zones using AT&T's web-based DNS Provisioning Tool, which permits Customer to view, add, delete or update its DNS records and add new domains. (Customer may not use the DNS Provisioning Tool to obtain IP block assignments.) AT&T also operates "resolving" or "caching" DNS servers that Customer may use for domain name look-ups by Customer's in-house systems (PCs, mail servers, etc.) connected to the Service. This domain name look-up service is only available if AT&T is providing primary DNS or primary and secondary DNS to Customer and if Customer does not have its own DNS server(s), and it may not be used by Customer's spam detection software for querying spam block lists. For a separate charge, AT&T may provide additional DNS Administration in blocks of up to 15 additional primary or secondary DNS zones.

Customers may not make more than 500 DNS gueries per second.

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AT&T will only provide DNS Administration, including domain name look-ups, directly to Customer and not to downstream providers (including Internet Service Providers, Internet Access Providers, Application Service Providers and resellers) or to any third parties given access to Service by Customer.

Customers running their own DNS Servers or relying on third parties to host their forward domain names must use their or the third party's DNS Servers for this purpose, and those Servers may not be configured to forward DNS queries to AT&T DNS Servers.

Customers running their own DNS Servers or relying on third Parties to run DNS Servers must ensure that the servers are configured to only answer queries from local, known and/or trusted sources ("Permitted Sources"). If AT&T determines that a Customer is operating what is commonly known as an Open DNS Resolver or open DNS Proxy which is one that answers queries from sources other than Permitted Sources, AT&T reserves the right to block at any time the affected traffic without any notice to the Customer. Customer will be required to reconfigure the DNS Servers to only answer queries from Permitted Sources.

Additional DNS

Provides Customers with administration of up to 15 additional DNS zones. Customers may select primary DNS or secondary DNS. An additional monthly charge applies. Multiple orders of Additional DNS, for the corresponding monthly charge, are available.

Network Usage Reports

Customer will have online access to traffic summary reports that track access line utilization as a percentage of the available bandwidth. Daily graphical reports display the inbound and outbound traffic profile in 15-minute increments (except for usage-based circuits, for which 5-minute increments are displayed) and peak and average traffic statistics of the day. Weekly and monthly graphical reports display the inbound and outbound traffic profile, and peak and average traffic statistics, for the selected reporting period.

Network Practices

AT&T engineers its dedicated Internet access services to provide a high-quality Internet experience for its customers and takes the security of its Customers and its network very seriously. AT&T does not favor certain Internet applications by blocking, throttling or modifying particular protocols, protocol ports, or protocol fields in ways not prescribed by the protocol standards. However, in response to a specific security threat against its network or its customers, AT&T may occasionally need to limit the flow of traffic from certain locations or take other appropriate actions. AT&T proactively monitors its network to guard against a wide range of security threats, including viruses, botnets, worms, SPAM, distributed denial of service attacks and other malicious or harmful activity. In the event AT&T detects a security threat, it will typically attempt to isolate that threat and prevent it from spreading across its network or to other networks. AT&T may use a variety of security measures to prevent the spread of a threat, which may include blocking malicious or unlawful traffic. redirecting the flow of traffic over some portions of our network, or taking other actions to address the threats. For example, AT&T blocks certain ports that transfer malicious or disruptive communications (such as Ports 25, 135, 139, 445 or 1900). AT&T attempts to limit those actions to the specific portions of its network or customer base impacted by the security threat and for only as long as necessary to mitigate the threat.

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Privacy Policy

AT&T maintains a comprehensive Privacy Policy that applies to all uses of AT&T's products and services, as well as the use of its website. This Privacy Policy identifies and describes the way AT&T uses and protects the information its collects about customers and users. AT&T's Privacy Policy is available at att.com/privacy.

SD-7. ADI Features

SD-7.1. Class of Service

Section Effective Date: 10-Jun-2019

The Class of Service (CoS) feature enables Customer to prioritize traffic among four classes: real-time, high-grade data, medium-grade data, and low-grade data. Each CoS has a specific amount of bandwidth allocation so that all classes can transmit data during congestion. However, if any class does not use its entire bandwidth allocation, packets of other classes can share the unused bandwidth. Customer may select from a number of "profiles" that have predetermined bandwidth allocations for each CoS.

SD-7.2. ADI in Carrier Hotels

Section Effective Date: 10-Jun-2019

Customer may connect to ADI Ports at AT&T access routers in certain co-location centers (Carrier Hotels) that are neither owned nor managed by AT&T. Customer must provide a router in the same co-location center. Customer is responsible for ordering the cross-connection in the co-location center from Customer's router to the AT&T access router, and paying all associated fees charged by the co-location center.

SD-7.3. ADI with MPLS Private Network Transport (PNT)

Section Effective Date: 30-Sep-2020

Effective October 31, 2020, ADI with MPLS Private Network Transport (MPLS PNT) is grandfathered and (a) is no longer available for order or purchase by new customers from AT&T and (b) will not support requests for physical changes, including the upgrade or downgrade of access/port speed, installation of new locations, or moves to different site addresses. Following expiration of any applicable Pricing Schedule Term, MPLS PNT will be provided on a month-tomonth basis until discontinued by AT&T or disconnected by Customer. Customers should plan to transfer existing service prior to discontinuance and withdrawal of MPLS PNT on July 31, 2021.

With the MPLS PNT feature, AT&T segregates Customer data traffic transmitted over the AT&T IP Network using MPLS to create a network-based IP Virtual Private Network (VPN). AT&T segregates Customer's PNT traffic from other traffic on the network with separate routing tables in AT&T network/provider edge (PE) routers. Unique VPN ID labels are added to Customer's data packets as they enter the AT&T IP Network and are removed as the data packets reach their destination so that the Customer's router may read the data. PNT does not permit access to the Internet, so Customers must order separate ADI ports if they also want Internet access and DNS Administration at an ADI with PNT Site. The MPLS PNT feature is available for use at Sites with Local Channel access (Full/Fractional DS-1, MLPPP 3 Mbps through 12 Mbps, Full/Fractional DS-3, OC3, OC12, and OC-48) and Ethernet access from 2 Mbps to 1 Gbp.

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MPLS PNT Ports using Ethernet access may be configured as a single VLAN or up to ten (10) VLANS. ADI with MPLS PNT is not available with the Dual Stack or IPv6 IP Version Option.

SD-7.3.1. MPLS PNT Service Types

SD-7.3.1.1. MPLS PNT IP Transport

Section Effective Date: 01-Mar-2005

With MPLS PNT IP Transport, MPLS label stacking starts at the AT&T's MPLS-enabled Provider Edge (PE) routers, and MPLS and other enabling technologies are used within the AT&T IP Network to join Customer's MPLS PNT Sites into a VPN. Customer traffic sent between the Customer edge (CE) router at the Customer Site and the AT&T PE router over the local access circuit is not segregated using MPLS labels, but AT&T supports static routing or BGP 4 between the CE router and the AT&T PE router.

SD-7.3.1.2. MPLS PNT Label Transport

Section Effective Date: 01-Mar-2005

With MPLS PNT Label Transport, Customer CE routers and AT&T PE routers are configured for IP static routing and Label Distribution Protocol (LDP) to allow the exchange of MPLS labeled traffic between Customer CE router and the AT&T PE router over the local access circuit. MPLS label stacking starts at the Customer's router, so Customer network information associated with Customer's end user customers is not visible to AT&T. MPLS PNT Label Transport also enables Customers to offer MPLS VPN capabilities to their end-user customers.

SD-7.3.1.3. MPLS PNT Unilink

Section Effective Date: 11-Feb-2010

MPLS PNT Unilink allows Customers to maintain up to one hundred twenty (120) logical channels on a single OC-3, OC-12 or OC-48 Local Channel and MPLS PNT Port.

The aggregate bandwidth of all logical channels may not exceed the bandwidth of the Port. Router limitations may limit the bandwidth of the Port. CoS is not available.

SD-7.3.1.4. AT&T Private Network Transport – AT&T VPN Interoperability Feature

Section Effective Date: 11-Aug-2011

AT&T Private Network Transport (PNT) - AT&T VPN (AVPN) Interoperability Feature ("AVPN Interoperability Feature") allows Customer Sites using AT&T VPN MPLS VPN and AT&T Private Network Transport VPN to be interconnected, and permits communication on an any-to-any basis.

The AVPN Interoperability Feature may not be compatible with all AT&T VPN features or capabilities, or with all MPLS PNT features or capabilities.

Service Components interconnected using the AVPN Interoperability Feature only qualify for SLAs that are expressly applicable to the respective Service. Implementation of the AVPN Interoperability Feature does not change the testing or measurement of performance obligations

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applicable to or reporting available for a Service Component. For example, and without limiting the forgoing, when Customer's AT&T VPN and MPLS PNT VPN are interconnected by the AVPN Interoperability Feature, the PNT Port will not be included in the measurement of the AT&T VPN MPLS Port-to-MPLS Port Latency and AT&T VPN MPLS Port Data Delivery SLAs, and a failure by AT&T to meet the performance objective for these SLAs shall not make Customer's AVPN Ports eligible for service credits under the PNT SLAs. When making a claim for a service credit, Customer must follow the SLA credit request process applicable to the respective Service for which the credit is claimed.

SD-7.4. Alternate Routing and Redundancy Options

Section Effective Date: 10-Jun-2019

These options are not available outside the United States.

SD-7.4.1. Alternate Backbone Node Option

Section Effective Date: 10-Jun-2019

The Alternate Backbone Node Option enables Customer to obtain access to an ADI Port at an AT&T IP Backbone Node other than the nearest AT&T IP Backbone Node. Not available with Ethernet Access.

SD-7.4.2. CPE Redundant Configuration Option

Section Effective Date: 12-May-2012

The CPE Redundant Configuration Option includes a fully configured and tested duplicate set of AT&T-provided CPE located at the Customer Site. The duplicate set of CPE is stored at the Customer Site for installation by Customer (with telephone support by AT&T) in the event of equipment failure. Not available with Ethernet Access.

SD-7.4.3. Backbone Node Redundancy

Section Effective Date: 10-Jun-2019

With Backbone Node Redundancy, AT&T connects a group of access circuits from the Customer Site to Ports through to two different AT&T access routers located at two physically diverse AT&T IP Backbone Nodes. Each circuit must use the same access method. Not available with Ethernet Access.

SD-7.4.4. Access Router Redundancy

Section Effective Date: 10-Jun-2019

With Access Router Redundancy, AT&T connects a group of access circuits from the Customer Site to Ports through two different AT&T access routers within the same AT&T IP Backbone Node. Each circuit must use the same access method. Not available with Ethernet Access.

SD-7.4.5. Automatic Load Balancing (Link Redundancy)

Section Effective Date: 10-Jun-2019

With Automatic Load Balancing, AT&T connects a group of access circuits from the Customer Site to a Port through a single AT&T access router to balance the traffic across the circuits. The

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bandwidth and access method of each circuit must be the same. Not available with Ethernet Access.

SD-7.5. ADI with Business Voice over IP

Section Effective Date: 10-Jun-2019

Business Voice over IP (BVoIP) Services are available in conjunction with ADI.

AT&T BVoIP Services are more fully described in the AT&T BVoIP Service Guide.

Not available outside the United States.

SD-7.6. IP Version Option

Section Effective Date: 10-Jun-2019

ADI supports three IP Version options; Dual Stack IPv4/IPv6 ("Dual Stack IP Version Option"), IPv4, and IPv6.

SD-7.6.1. Internet Protocol version 4 (IPv4)

Section Effective Date: 10-Jun-2019

IPv4 uses 32-bit (four-byte) addresses, usually written in dot-decimal notation, which consists of the four octets of the address expressed in decimal and separated by periods. (Example: 192.168.255.255)

SD-7.6.2. Dual Stack (IPv4 – IPv6)

Section Effective Date: 28-Feb-2017

The Dual Stack option provides access to an ADI port that supports both IPv4 and IPv6. IPv6 is the next generation protocol designed to replace the current IP Version 4. Dual Stack nodes have the capability of sending and receiving both IPv4 and IPv6 packets. They can directly interoperate with IPv4 nodes using IPv4 packets, and also directly interoperate with IPv6 nodes using IPv6 packets.

SD-7.6.3. Internet Protocol version 6 (IPv6)

Section Effective Date: 10-Jun-2019

IPv6 uses 128-bit (sixteen-byte) addresses, made up of eight hexadecimal groups. Each hexadecimal group, separated by a colon (:), consists of a 16-bit hexadecimal value. (Example: F704:0000:0000:0000:3458:79A2:D08B:4320)

SD-7.7. AT&T Dedicated Failover

Section Effective Date: 05-Mar-2020

The ADI Dedicated Failover option uses a wireless router for up to 8-hours of battery backup. It becomes active in the event the primary ADI connection fails, then the ADI Failover wireless router automatically connects to AT&T Mobility with speeds up to 100M. Once the dedicated internet connection is restored, service automatically reverts to normal operation over the primary ADI connection. The ADI Dedicated Failover wireless router contains a separate SIM card for exclusive use with the wireless router. Customer is charged a monthly rate for this

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Service and receives a free router during the use of the Service. If the ADI Dedicated Failover option is disconnected, the Equipment must be returned to AT&T. Failure to return the Equipment will result in an \$150 equipment fee. The ADI Dedicated Failover option is not available outside the U.S.

Devices connected to the Wireless router will require their own customer provided Universal Power Supply.

ADI Failover is not available for traffic originating from the AT&T or Custom SSID. ADI Failover is not intended for general Internet access, streaming video or audio, or other bandwidth intensive internet applications. Use of ADI Failover or ADI Failover Equipment for other than the intended use shall be considered misuse of ADI Failover and Customer is subject to service suspension at the sole discretion of AT&T. The following are considered misuses of ADI Failover:

- Use of ADI Failover away from the Site
- Use of ADI Failover router when not connected to Wi-Fi
- Use of the SIM card with router other than ADI Failover Equipment
- Failure to expeditiously resolve primary internet access problems as determined by AT&T on a case-by-case basis
- Any other usage not aligned with intended use of ADI Failover, as determined by AT&T

Please review the <u>AT&T Wi-Fi Services</u> Service Guide for coverage areas and additional information.

SD-8. AT&T Security Services

SD-8.1. General

Section Effective Date: 10-Jun-2019

Additional information is available in the AT&T Managed Security Services Service Guide.

SD-9. Service Activation Date in the United States

Section Effective Date: 12-Jul-2019

Billing for each ADI Service Component in the United States will begin on the Service Activation Date of that Service Component, unless Customer's actions or omissions cause a delay of the Service Activation Date beyond its scheduled Service Activation Date, in which case billing will begin on the day after the originally scheduled Service Activation Date for such ADI Service Component.

Customer is required to be ready (including having all necessary site preparation work completed) by the Service Activation Date.

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If the Customer prevents AT&T from reaching the AT&T Ready Date, AT&T will bill the Customer at the stated Overall Due Date. The Overall Due Date will be communicated to the Customer via the Firm Due Date Confirmation Document email. If the Customer cancels the order, the Customer shall then be responsible for all cancellation charges and fees applicable to the order. Refer to cancellation fees section of Bandwidth Service Guide.

The AT&T Ready Date for a Service Component is the date on which the following criteria have been met:

For ADI with Customer Provided Router, the ADI Access Arrangement has been installed and tested to the Customer Site specified in the sales order form.

For ADI with Managed Router, the ADI Access Arrangement has been installed and tested to the Customer Site specified in the sales order form and the AT&T CPE is delivered on site.

The Service Activation Date for a Service Component is the date on which the following connectivity criteria have been met:

The ADI Access Arrangement has been installed and tested to the Customer Site specified in the sales order form, and AT&T has verified that IP connectivity to the Internet exists.

If Customer has its own domain, AT&T-supplied DNS administration and additional DNS servers are operational for Customer's domain.

For ADI with Managed Router, the AT&T CPE* has been correctly configured and installed at the Customer Site specified in the sales order form.

For other ADI Service Components, AT&T has verified that the Service Component is working.

*In some Customer contracts with AT&T, "AT&T CPE" is replaced by the term "AT&T Equipment." For those contracts, reference to "AT&T CPE" in this Service Guide should be deemed to be a reference to "AT&T Equipment".

Service Level Agreements

SLA-1. General ADI SLA Terms

Section Effective Date: 15-Mar-2020

Credit Request Process

AT&T has established performance objectives for ADI (including, without limitation, the MPLS PNT feature). While AT&T cannot guarantee that these performance objectives always will be met, AT&T will provide credits to the Customer when they are not met. For ADI Sites located outside the US, the SLAs set forth below only apply to orders placed after December 16, 2005. Unless otherwise agreed to by the parties, any SLAs set forth in Customer's Service Agreement, including prior versions of the Service Guide applicable to such Sites, will continue to apply to ADI Sites located outside the US that were ordered prior to December 16, 2005.

SLAs relating to network performance apply only to traffic traveling within the AT&T Network.

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In order to receive a credit for an ADI SLA, Customer must submit a request to the AT&T SLA Administration Center using the Service Level Agreement application available on AT&T Business Direct® or AT&T Business Center® portals. Customer must be registered for access to the Service Level Agreement app and Service Type for ADI by the AT&T Sales Representative. Customer must submit the credit request by the end of the month following the month in which the provisioning was completed or the trouble was cleared.

Customer may not receive credits for more than one of the Latency SLA, Data Delivery SLA and the Site Availability/Time to Restore SLA if AT&T's failure to meet the SLAs is attributable to the same occurrence at the affected ADI Port(s).

Customer may receive:

- Only one credit for any calendar day for a particular ADI Port for the ADI Site Availability/Time to Restore SLA;
- Only one credit in any calendar month for each of the Network Latency SLA, the Network Data Delivery SLA, and the Network Jitter SLA;
- Credits for any Customer Site in a given month totaling no more than the total Covered ADI Monthly Charges for the Customer Site for that month.

Definitions

"Covered ADI Monthly Charges" means:

- The monthly charges for the affected Customer Port, and
- The monthly charges for Optional Features associated with the affected Customer Port.

"Regions" for purposes of the ADI SLAs means the countries listed in the ADI SLA Region and Country Table.

	ADI SLA Region and Country Table		
Region	Countries*		
United States (US)	US Mainland, AK, HI, PR, USVI		
Western Europe	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Spain, Sweden, Switzerland, United Kingdom		
The rest of the EMEA countries	Bulgaria, Czech Republic, Estonia, Greece, Hungary, Israel, Latvia, Lithuania, Poland, Portugal, Romania, Slovakia, South Africa,		
Asia Pacific	Australia, Hong Kong, India, Japan, Korea Democratic Peoples Republic Of, Malaysia, New Zealand, Philippines, Singapore, Taiwan		
Caribbean and Latin America	Argentina, Aruba, Bahamas, Barbados, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Jamaica, Mexico, Montserrat, Nicaragua, Panama, Peru, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos, Venezuela		
Canada	Canada		

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	ADI SLA Region and Country Table		
Region	Countries*		
Notes			
*	ADI may not currently be available in all countries listed.		
	Measurements of performance within or between Regions are taken from a selection of AT&T Network Backbone Nodes in the Region and do not necessarily cover all countries listed in a Region		

SLA Exclusions

AT&T is not responsible for failure to meet an SLA resulting from:

- The conduct of Customer or Users of ADI
- The failure or deficient performance of power, equipment, services or systems not provided by AT&T
- Delay caused or requested by Customer
- Service interruptions, deficiencies, degradations or delays due to access lines or CPE when provided by third parties (except as specifically provided in a particular SLA)
- For sites with ADI Managed Router, service interruptions, deficiencies, degradations or delays that cannot be diagnosed due to a missing or unavailable dedicated POTS line to the modem for out-of-band access
- Service interruptions, deficiencies, degradations or delays during any period in which AT&T or its agents are not afforded access to the premises where access lines associated with ADI are terminated or AT&T CPE is located
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order
- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component
- Force Majeure Conditions
- Service interruptions or delays in investigating and/or fixing a trouble affecting a non-US Service Component due to the hours of operation of the local access provider in the country for which Customer is reporting a trouble.
- Service interruptions, deficiencies, degradations or delays during routine network maintenance. Routine maintenance is scheduled between 12 am and 6 am local time. Customers are provided notification of the maintenance event 2 weeks in advance."

In addition, ADI SLAs do not apply (a) if Customer is entitled to other available credits, compensation or remedies under Customer's Service Agreement for the same service interruption, deficiency, degradation or delay, (b) for service interruptions, deficiencies, degradations or delays not reported by Customer to AT&T, (c) where Customer reports an

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SLA failure, but AT&T does not find any SLA failure, and (d) to ADI Sites that are not directly connected to the AT&T Network, such as ADI Sites connected in a cascaded fashion to a directly connected ADI Site.

Use of Alternate Service

If Customer elects to use another means of communications during the period of interruption, Customer must pay the charges for the alternative service used.

SLA-2. ADI On-Time Provisioning SLA

Section Effective Date: 10-Jun-2019

The performance objective for the ADI On-Time Provisioning SLA for ADI Sites located within the US is for AT&T to complete installation of a Covered Access Arrangement at a Customer Site by the Due Date. The performance objective for the ADI On-Time Provisioning SLA for ADI Sites located outside the US is to complete installation of an ADI Service Component (as well as AT&T-provided access lines connected to such Service Component) by the applicable scheduled service activation date.

If AT&T does not meet this performance objective for a Covered Access Arrangement, Customer will be entitled to an ADI On-Time Provisioning SLA credit equal to one month's discounted monthly recurring charge for the ADI Service Component(s) that is not installed on time, after the installation is completed.

The ADI On-Time Provisioning SLA does not apply for ADI with Managed Router installations if the dedicated POTS line is not provided by the Customer.

The ADI On-Time Provisioning SLA does not apply to Service Components that are ordered on an expedited basis. AT&T provides the scheduled service activation date to Customer after a Service Component is ordered. The scheduled service activation date for a Service Component may change if Customer requests any change to a Service Component after ordering.

Covered Access Arrangements and Due Dates

The ADI On-Time Provisioning SLA applies to ADI Sites located in the US Mainland with respect to Covered Access Arrangements, as defined in the following table, and based on the availability dates provided by the local access provider, which may change at any time and without notice to Customer, in which case the SLA start date will be automatically reset to the latest date provided to AT&T by the local access provider. The On-Time Provisioning SLA does not apply with respect to any access arrangement ordered for, and/or associated with, any type of Customer collocation arrangement on AT&T's premises.

Covered Access Arrangement	Due Date
Access of any speed that is provisioned as part of a T1 Access Channel, including multiple T1 configurations	30 calendar days after the date when AT&T issued CCD to Customer
Access of any speed which is provisioned as part of a T3 Access Channel	42 calendar days after the date when AT&T issued CCD to Customer
Access of any speed which is provisioned as part of an OC-3 Access Channel	63 calendar days after the date when AT&T issued CCD to Customer

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ADI Express (the following applies to ADI Express only):

- The performance objective for the ADI Express On-Time Provisioning SLA is defined as the Completion of the Customer Site Visit to AT&T Ready. The performance objective for ADI Express On-Time Provisioning SLA for ADI Express Sites located within the US 21 states (AR, CA, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI, GA, FL, SC, NC, LA, MS, TN, AL, KY) is for AT&T to complete installation of a Covered Access Arrangement within 15 calendar days from the completion of the customer site visit for locations with AT&T fiber and an Emux in the building for speeds under 1G.
- The performance objective for ADI Express On-Time Provisioning SLA for ADI Express Sites located within the US 21 states (AR, CA, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI, GA, FL, SC, NC, LA, MS, TN, AL, KY) is for AT&T to complete installation of a Covered Access Arrangement within 30 calendar days from the completion of the customer site visit for locations with AT&T fiber without an Emux in the building for speeds under 1G.
- If AT&T does not meet this performance objective for ADI Express, Customer will be entitled to an ADI Express On-Time Provisioning SLA credit equal to one month's discounted monthly recurring charge for the ADI Service Component(s) not installed on time, after the installation is completed.
- The ADI Express On-Time Provisioning SLA does not apply for the following:
 - ADI Express with Managed Router installations if the dedicated POTS line is not provided by the Customer
 - Service Components that are ordered on an expedited basis. AT&T provides the scheduled service activation date to Customer after a Service Component is ordered.
 The scheduled service activation date for a Service Component may change if Customer requests any change to a Service Component after ordering.
 - Out of Region Orders (applicable only in 21 state region)
 - Locations with AT&T fiber beyond 500 feet of the building.
 - Locations in Puerto Rico and Mexico.
 - Speeds 1G and above.

Cross References

SD-3.1. Customer Orders

SLA-3. ADI on Demand On-Time Provisioning SLA

Section Effective Date: 28-Feb-2017

ADI on Demand:

- The performance objective for On-Time Provisioning SLA for ADI on Demand, where available, is determined from date of order submission, with activation within 7 calendar days or the Customer Selected Activation Date (beyond the 7 day period, not to exceed 30 calendar days after the order submitted date).
- If AT&T does not meet the performance objective for ADI on Demand, Customer will be entitled to an ADI on Demand On-Time Provisioning SLA credit equal to one month's

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discounted monthly recurring charge for the ADI Service Component(s) not activated on time, after the activation is completed.

- The ADI on Demand On-Time Provisioning SLA does not apply for the following:
 - Out of Region Orders (applicable only in 21 state region).
 - Locations with AT&T fiber beyond 500 feet of the building.
 - If Customer changes the original activation date in Business Center.

SLA-4. ADI Site Availability / Time to Restore SLA

Section Effective Date: 13-May-2020

The performance objective for the ADI Site Availability/Time to Restore SLA is for the ADI Site Availability to be 100%. If AT&T does not meet this performance objective in any given calendar month, Customer will be eligible for an ADI Site Availability/Time to Restore SLA credit for each Outage equal to the product of Customer's total discounted Covered ADI Monthly Charges for the affected ADI Ports by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the ADI Site Availability/Time to Restore SLA Credit Table.

"Outage" means an occurrence within the AT&T Network and/or the AT&T-provided dedicated access (and in the case of ADI with Managed Router, the AT&T CPE) that is unrelated to the normal functioning of ADI and that results in the inability of Customer to transmit IP packets for more than one minute. Measurement of Time to Restore begins when a trouble ticket is opened by AT&T Customer Care and Customer releases the affected Service Component(s) to AT&T and ends when AT&T Customer Care makes its first attempt to notify Customer that the problem has been resolved and the Service Component(s) are restored and available for Customer to use. Time to Restore excludes Outage time that is outside of the standard operating hours of the local access provider used by AT&T for the affected ADI Port and any delay caused by Customer.

The ADI Site Availability/Time to Restore SLA does not apply for ADI with Managed Router installations if the dedicated POTS line is not provided by the Customer and if it is determined the outage is related to the Managed Router.

ADI Site Availability/Time to Restore SLA Credit Table				
Time to Restore		Country Group		
Equal to or greater than:	To less than:	Group 1-4	Group 5	
1 Minute	1 Hour	3.3%	3.3%	
1 Hour	2 Hours	3.3%	3.3%	
2 hours	4 Hours	10.0%	3.3%	
4 Hours	8 Hours	25.0%	3.3%	
8 Hours	12 Hours	50.0%	10.0%	
12 Hours	18 Hours	75.0%	10.0%	

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ADI Site Availability/Time to Restore SLA Credit Table				
Time to Restore		Country Group		
Equal to or greater than:	To less than:	Group 1-4	Group 5	
18 Hours	36 Hours	100.0%	10.0%	
36 Hours	48 Hours	100.0%	10.0%	
48 Hours	72 Hours	100.0%	25.0%	
72 Hours	> 72 Hours	100.0%	25.0%	

	ADI Site Availability/Time to Restore SLA Country Table		
Group	Countries*		
Group 1	Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Finland, France, Germany, Hong Kong, Ireland, Italy, Japan, Luxembourg, Netherlands, New Zealand, Norway, Singapore, Spain, Sweden, Switzerland, United Kingdom, United States (including Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands).		
Group 2	Argentina, Bulgaria, Columbia, Greece, Hungary, Israel, Mexico, Poland, Portugal, South Korea, Taiwan.		
Group 3	Brazil, Chile, Ecuador, Panama, Peru, Philippines, Romania, Slovakia, South Africa, Venezuela.		
Group 4	India, Malaysia.		
Group 5	Aruba, Bahamas, Barbados, British Virgin Islands, Cayman Islands, Costa Rica, Curacao (Netherlands Antilles), Dominica, Dominican Republic, El Salvador, Estonia,, Grenada, Guatemala, Jamaica, Latvia, Lithuania, Montserrat, Nicaragua, St. Kitts and Nevis, St. Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos		

SLA-5. ADI Latency SLA

Section Effective Date: 28-Feb-2017

The performance objectives for the ADI Latency SLA are for the ADI Latencies within and between Regions to be no greater than the latencies set forth in the ADI Latency Performance Objectives Table.

If AT&T does not meet a performance objective in a given calendar month, Customer will be eligible for a ADI Latency SLA credit equal to 1/30th of Customer's total discounted ADI Monthly Charges for all ADI Ports in the affected Region(s) for that month.

"ADI Latency" is a monthly measure of the AT&T network-wide delay within the Region or between Regions, which is the average interval of time it takes during the applicable calendar month for test packets of data to travel between all selected pairs of AT&T Network Backbone

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Nodes in the Region(s). Specifically, the time it takes test packets to travel from one AT&T Network Backbone Node in a pair to another and back is measured for all selected pairs of AT&T Network Backbone Nodes in the Region(s) over the month. Latency for the month is the average of all of these measurements.

"AT&T Network Backbone Nodes" are the core routing nodes in the AT&T Network.

ADI Latency Performance Objectives Table		
Within Region	Performance Objective	
United States (US)	37 ms	
Europe	22 ms	
EMEA except Western Europe	35 ms	
Asia Pacific	80 ms	
Canada	40 ms	
Caribbean and Latin America	135 ms	
Between Regions	eso e company	
Asia Pacific to US West Coast	150 ms	
Asia Pacific to Europe	245 ms	
Europe to US East Coast	90 ms	
Europe to US West Coast	160 ms	
US to Caribbean and Latin America	110 ms	
US to Canada	25 ms	

SLA-6. ADI Data Delivery SLA

Section Effective Date: 13-May-2020

The performance objectives for the ADI Data Delivery SLA are for the ADI Data Delivery percentages within and between Regions to be no less than those set forth in the ADI Data Delivery Performance Objectives Table. If AT&T does not meet this performance objective in a given calendar month, Customer will be eligible for a ADI Data Delivery SLA credit equal to 1/30th of Customer's total discounted affected Region(s) for that month.

The "ADI Data Delivery Percentage" for a Region or between Regions is the average Data Delivery percentage for that month for all selected pairs of AT&T IP Backbone Nodes in the Region(s) calculated by dividing Data Received by Data Delivered and multiplying by 100.

"Data Delivered" is the number of test packets of data delivered in a month by AT&T to an ingress router at an AT&T Network Backbone Node for delivery to an egress router at the other specific AT&T Network Backbone Node in the selected pair.

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"Data Received" is the number of such test packets of data that are actually received by the egress router at the other AT&T Network Backbone Node.

ADI Data Delivery Performa	ance Objecti	ves Table
Within Regions	Performan	ce Objective
United States (US)	99.	95%
Canada	99.	90%
CALA	99.	90%
Europe	99.	90%
EMEA	99.	90%
Asia Pacific	99.	90%
Between Regions		
Asia Pacific to US West Coast	99.	90%
Asia Pacific to Europe	99.	90%
Europe to US East Coast	99.	90%
Europe to US West Coast	99.	90%
United States to Canada	99.	90%
United States to CALA	99.	90%

SLA-7. ADI Jitter SLA

Section Effective Date: 28-Feb-2017

The performance objective for the ADI Jitter SLA is for ADI Jitter in a given month to be no more than the jitter set forth in the ADI Jitter Performance Objectives Table.

If AT&T does not meet this performance objective, Customer will be eligible for a ADI Jitter SLA credit equal to 1/30th of Customer's total discounted Covered ADI Monthly Charges for all ADI Ports in the affected Regions(s) for that month.

"ADI Jitter" is a monthly measure of the AT&T Network-wide IP packet delay variation within or between the applicable Region(s), which is the average difference in the interval of time it takes during the applicable calendar month for selected pairs of test packets of data in data streams to travel between selected pairs of AT&T Network Backbone Nodes in the Region(s). Specifically, the difference in time it takes a selected pair of test packets in a data stream to travel from one AT&T Network Backbone Node in a pair to another is measured for all selected pairs of AT&T Network Backbone Nodes in the Region(s) over the month. One of the test packets in the selected pair will always be a packet in the data stream that takes the least time to travel from one AT&T Network Backbone Node in the pair to another. ADI Jitter within or between Regions for the month is the average of all of these measurements in the Region(s).

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ADI Jitter Performance Objectives Table		
Within Region	Performance Objective	
United States (US)	1.0 ms	
EMEA (excluding Western Europe)	1.2 ms	
Europe	1.2 ms	
Asia Pacific	1.2 ms	
Canada	1.2 ms	
Caribbean and Latin America	1.2 ms	
Between Regions		
Asia Pacific to US West Coast	1.2 ms	
Asia Pacific to Europe	1.2 ms	
Europe to US East Coast	1.2 ms	
Europe to US West Coast	1.2 ms	
US to Caribbean and Latin America	1.2 ms	
US to Canada	1.2 ms	

Pricing

P-1. Access

Section Effective Date: 20-Nov-2019

As of April 4, 2011, rates for ADI Local Access Combination Pricing Option are found in the Service Guide for <u>AT&T Bandwidth Services</u>. See Section SD-2.2.4 ADI Local Access Combination Option and associated Cross References.

Rates for Ethernet Access Channels – Switched (formerly known as Switched Ethernet Access Channels) are found in Section SD-2.3.19.2.2. Ethernet Access Channel – Switched and associated Cross References. See rate tables for US Domestic Ethernet Access Channels – Switched excluding connections to Ethernet IOCs. ADI access pricing is determined by Service location.

P-2. General Rates and Charges

Section Effective Date: 10-Jun-2019

If Customer's agreement for ADI includes access connections provided by AT&T, the rates for access connections do not include Special Construction or Additional Access Charges (including, but not limited to, build out costs, or costs incurred by AT&T in connection with installation of local channel access). After placing an order, the Customer may be notified that Special Construction and/or Additional Access Charges apply because, for example, the access service provider must install special equipment or incur unusual expenses to establish service.

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Facilities construction relating to Special Construction and/or Additional Access Charges will not begin until the Customer has agreed in writing to pay the Special Construction and/or Additional Access Charges.

If the Customer authorizes the special construction and then cancels an Order before completion of the Special Construction, a Cancellation Charge will apply. The Cancellation Charge will include all non-recoverable costs incurred by AT&T for the Special Construction and/or Additional Access Charges.

If, after placing an order for an access service and agreeing to pay Special Construction and/or Additional Access Charges, Customer terminates or cancels ADI or related Services (including local channel access), Customer shall remain obligated to pay the Special Construction and/or Additional Access Charges identified prior to termination or cancellation.

P-3. Rate Table ADI-NRDCPE-CHRG - Non-Returned/Damaged CPE Charge

Section Effective Date: 01-Jun-2017

Speed/Port Type	Non-Returned/Damaged CPE Charge
56 Kbps	\$1,107.00
Fractional T1 and T1	\$1,107.00
MLPPP (3.0 and 6.0 Mbps)	\$2,371.00
MLPPP (7.5, 9.0, 10.5 and 12.0 Mbps)	\$5,989.00
Fractional T3 and T3	\$5,989.00
OC3	\$15,837.00
OC12	\$15,837.00
OC48	\$15,837.00
Ethernet	\$2,311.00

Cross References

SD-5.2. ADI with Managed Router

P-4. ADI Ports for Flat Rate and Flexible Bandwidth Billing Options — US Only

Section Effective Date: 22-Apr-2020

The following Rate Tables contain list rates for port charges in the US only. Notwithstanding, service rates and charges can also be individually negotiated in a Customer Service Agreement or Pricing Schedule. If the Customer Service Agreement or Pricing Schedule does not contain effective rates for 10 Gig Ethernet, Nx10 Gig Ethernet, 100 Gig Ethernet or Nx100 Gig Ethernet port charges, or if the Customer Service Agreement or Pricing Schedule is no longer effective, the following Rate Tables apply. Local Access charges are not included in the following Rate Tables.

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P-4.1. Flexible Bandwidth Billing Option — ADI 10 Gig Ethernet

Section Effective Date: 22-Apr-2020

Flexible Bandwidth Billing Option – ADI 10 Gig Ethernet			
Minimum Bandwidth Commitment	Customer Managed Router	AT&T Managed Router	Incremental Usage Fee per Mbps
0.5 Gig	\$5,658.00	\$7,000.00	\$70.00
1.0 Gig	\$6,400.00	\$9,950.00	\$49.75
1.5 Gig	\$8,727.00	\$10,909.00	\$36.36
2.0 Gig	\$9,091.00	\$12,276.00	\$30.69
2.5 Gig	\$11,244.00	\$15,215.00	\$30.43
3.0 Gig	\$13,309.00	\$17,981.00	\$29.97
3.5 Gig	\$14,400.00	\$19,462.00	\$27.80
4.0 Gig	\$16,015.00	\$21,591.00	\$26.99
4.5 Gig	\$16,771.00	\$22,720.00	\$25.24
5.0 Gig	\$18,196.00	\$24,553.00	\$24.55
5.5 Gig	\$19,636.00	\$26,502.00	\$24.09
6.0 Gig	\$21,309.00	\$28,768.00	\$23.97
6.5 Gig	\$22,589.00	\$30,499.00	\$23.46
7.0 Gig	\$24,218.00	\$32,727.00	\$23.38
7.5 Gig	\$25,760.00	\$34,793.00	\$23.20
8.0 Gig	\$26,953.00	\$36,387.00	\$22.74
8.5 Gig	\$28,233.00	\$38,115.00	\$22.42
9.0 Gig	\$28,931.00	\$39,069.00	\$21.71
9.5 Gig	\$29,527.00	\$39,855.00	\$20.98
10.0 Gig	\$30,909.00	\$41,716.00	\$20.86

P-4.2. Flat Rate Billing Option — ADI Nx10 Gig Ethernet

Section Effective Date: 22-Apr-2020

Flat Rate Billing Option - ADI Nx10 Gig Ethernet			
Port Speed	Customer Managed Router	AT&T Managed Router	
2x 10 GigE	\$1,500,000.00	N/A	
3x 10 GigE	\$2,220,000.00	N/A	

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Flat Rate Bi	lling Option - ADI	lx10 Gig Etherne	t
Port Speed	Customer Managed Router	AT&T Managed Route	r
4x 10 GigE	\$2,920,000.00	N/A	
N/A = Not Av	ailable		

P-4.3. Flexible Bandwidth Billing Option — ADI 100 Gig Ethernet

Section Effective Date: 22-Apr-2020

Flexible Bandwidth Billing Option – ADI 100 Gig Ethernet			
Minimum Bandwidth Commitment	Customer Managed Router	AT&T Managed Router	Incremental Usage Fee per Mbps
40 Gbps	\$62,871.00	\$84,485.00	\$1.35
50 Gbps	\$73, 393.00	\$98,789.00	\$1.35
60 Gbps	\$78, 957.00	\$105,623.00	\$1.35
70 Gbps	\$84,800.00	\$112,799.00	\$1.35
80 Gbps	\$90,934.00	\$120,334.00	\$1.35
90 Gbps	\$97, 376.00	\$128,245.00	\$1.35
100 Gbps	\$104,174.00	\$136,595.00	\$1.35

P-4.4. Flat Rate Billing Option — ADI 100 Gig Ethernet

Section Effective Date: 22-Apr-2020

Flat Rate Billing Option – ADI 100 Gig Ethernet			
Port Speed	Customer Managed Router	AT Manage	Friday W. Co.
40 Gbps	\$62,871.00	\$84,4	85.00
50 Gbps	\$73, 393.00	\$98,7	89.00
60 Gbps	\$78, 957.00	\$105,6	23.00
70 Gbps	\$84,800.00	\$112,7	99.00
80 Gbps	\$90,934.00	\$120,3	34.00
90 Gbps	\$97, 376.00	\$128,2	45.00
100 Gbps	\$104,174.00	\$136,5	95.00

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P-4.5. Flat Rate Billing Option — ADI Nx100 Gig Ethernet

Section Effective Date: 22-Apr-2020

Flat Rate Billing Option - ADI Nx100 Gig Ethernet			
Port Speed	Customer Managed Router	AT&T Managed Route	
2x 100 GigE	\$208,348.00	\$273,190.00	
3x 100 GigE	\$312,522.00	\$409,785.00	
4x 100 GigE	\$416,696.00	\$546,380.00	
5x 100 GigE	\$520,870.00	\$682,975.00	
6x 100 GigE	\$625,044.00	\$819,570.00	
7x 100 GigE	\$729,218.00	\$956,165.00	
8x 100 GigE	\$833,392.00	\$1,092,760.00	

Country-Specific Provisions

CSP-1. Argentina

Section Effective Date: 31-Dec-2016

This provision can be found in the General Provisions.

CSP-1.1. Billing – BusinessMail Web-based Electronic Invoicing

Section Effective Date: 30-Dec-2016

- Customer agrees that AT&T may deliver invoices to Customer by means of BusinessMail web-based billing.
- AT&T enables Customer to access BusinessMail by using a User ID and Password. It is the Customer's responsibility to authenticate their BusinessMail account.
- Customer must provide AT&T with the Company Tax ID and the name, telephone number, e-mail address of the Customer's designated billing contact for purpose of electronic invoice review and payment.
- AT&T will notify Customer's designated billing contact by e-mail when an invoice is made available on BusinessMail. Customer must follow instruction to authenticate their BusinessMail account to receive monthly invoice notifications.
- Customer agrees to check BusinessMail at least monthly for invoices regardless if Customer has received e-mail notification of invoice availability.
- Customer agrees that Customer will be deemed to have received each invoice as of the date the invoice is first made available by AT&T and that Customer's failure to access any invoice shall not relieve, waive or delay Customer's obligation to remit payment to AT&T.

mail address, by e-mail at calainquiry@rdsmail.ims.att.com or by contacting AT&T Customer Care via telephone numbers listed below.

email must be 35 characters or less

Customer Care Contact Numbers

Argentina: +1 800 444 3136 or +1 408 454 4274 (toll)

CSP-2. Brazil

Section Effective Date: 31-Dec-2016

This provision can be found in the General Provisions.

CSP-3. Canada

CSP-3.1. Billing – Web-Based Invoicing

Section Effective Date: 13-Nov-2012

Customer agrees that AT&T may deliver invoices to Customer by means of AT&T Web-Based Billing. AT&T enables Customer to access AT&T Web-Based Billing by using a User ID and password. Customer must provide AT&T with the name, telephone number, e-mail and mail addresses of Customer's designated billing contact by e-mail when an invoice is made available on the AT&T Web-Based Billing facility. Customer agrees to check the AT&T Web-Based Billing facility at least monthly for invoices regardless if Customer has received AT&T e-mail notification of invoice availability. Customer agrees that Customer will be deemed to have received each invoice as of the date the invoice is made first available by AT&T and that Customer's failure to access any invoice shall not relieve, waive or delay Customer's obligation to remit payment to AT&T. Customer must provide AT&T with 45 days prior written notice of any change affecting Customer's designated billing contact including changes in contact name, telephone number, e-mail and mail addresses, by email at agnscanada@att.com or fax (905-762-7410).

CSP-4. Caribbean and Central American Cross Border Ethernet Access Countries

CSP-4.1. Countries Included

Section Effective Date: 05-Mar-2020

Caribbean and Central American Countries with Cross Border Ethernet Access include: Aruba, Bahamas, Barbados, British Virgin Islands, Cayman Islands, Costa Rica, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Jamaica, Montserrat, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago, and Turks and Caicos.

CSP-4.2. Cross Border Ethernet

Section Effective Date: 05-Mar-2020

AT&T provides cross border ethernet with access facilities (provided by authorized local providers) that connect a Customer Site in a country in which the Service is not offered ("Remote Site") to the POP in a country in which the Service is available. Cross border ethernet is subject to prior confirmation by AT&T of availability of service from an authorized local service

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provider. In Service offered for cross border countries, the Customer must own, stage, install and maintain the router. AT&T retains the right to terminate the Service without liability if a regulator demands it or imposes licensing or other compliance obligations with which AT&T cannot, or elects not, to comply. AT&T will invoice Customer directly for all cross border ethernet facilities.

CSP-5. Chile

CSP-5.1. Billing and Payment Currency

Section Effective Date: 11-Dec-2014

Invoices shall be rendered in US Dollars and charges shall be paid in US Dollars.

CSP-5.2. Billing — BusinessMail Web-based Electronic Invoicing

Section Effective Date: 07-Sep-2016

Customer agrees that AT&T may deliver invoices to Customer by means of BusinessMail web-based billing.

- AT&T enables Customer to access BusinessMail by using a User ID and Password. It is the Customer's responsibility to authenticate their BusinessMail account.
- Customer must provide AT&T with the Company Tax ID and the name, telephone number, e-mail address of the Customer's designated billing contact for purpose of electronic invoice review and payment.
- AT&T will notify Customer's designated billing contact by e-mail when an invoice is made available on BusinessMail. Customer must follow instruction to authenticate their BusinessMail account to receive monthly invoice notifications.
- Customer agrees to check BusinessMail at least monthly for invoices regardless if Customer has received e-mail notification of invoice availability.
- Customer agrees that Customer will be deemed to have received each invoice as of the date the invoice is first made available by AT&T and that Customer's failure to access any invoice shall not relieve, waive or delay Customer's obligation to remit payment to AT&T.
- Customer must provide AT&T with 45 days' prior written notice of any change affecting Customer's designated billing contact including changes in contact name, telephone number, email address, by e-mail at calainquiry@rdsmail.ims.att.com or by contacting AT&T Customer Care via telephone numbers listed below.
- Chile include GIRO/type of business, Comuna/town, and postal code

Customer Care Contact Numbers

Chile: +1 230-020-5500 or +1 408 454 4274 (toll)

CSP-6. Colombia

Section Effective Date: 28-Jan-2015

The service, network characteristics and all technical, economic and legal conditions have been negotiated and mutually agreed and, thus, are the result of a particular and direct agreement between the parties. Therefore, the parties stipulate that the terms specified in CRC

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Resolutions, including but not limited to, Consumer Protection (Resolution CRC 3066, 2011), Quality of Service, (Resolution CRC 3067, 2011) and other related regulations that can instead be mutually agreed, will not apply to this contractual relationship.

CSP-6.1. Charges

Section Effective Date: 15-Dec-2005

Unless otherwise mandated by Colombian law, invoices for all applicable charges shall be rendered in US Dollars, and payment shall be made in US Dollars. If any law, rule or regulation of a competent Colombian authority requires that payment for services rendered in Colombia must be made in Colombian Pesos, payment shall be made in the equivalent amount in Colombian Pesos based on the official exchange rate or "Tasa Representativa del Mercado" ("T.R.M."), set on the day immediately prior to the date the payment is made.

CSP-7. Costa Rica

CSP-7.1. General

Section Effective Date: 10-Jun-2019

The Services are subject to the terms specified in the local "Quality Telecommunication Regulation from SUTEL" and other related SUTEL resolutions.

CSP-8. Ecuador

CSP-8.1. Billing and Payment Currency

Section Effective Date: 15-Dec-2005

Invoices shall be rendered in US Dollars and charges shall be paid in US Dollars.

CSP-8.2. Billing - BusinessMail Web-based Electronic Invoicing

Section Effective Date: 07-Sep-2016

- Customer agrees that AT&T may deliver invoices to Customer by means of BusinessMail web-based billing.
- AT&T enables Customer to access BusinessMail by using a User ID and Password. It is the Customer's responsibility to authenticate their BusinessMail account.
- Customer must provide AT&T with the Company Tax ID and the name, telephone number, e-mail address of the Customer's designated billing contact for purpose of electronic invoice review and payment.
- AT&T will notify Customer's designated billing contact by e-mail when an invoice is made available on BusinessMail. Customer must follow instruction to authenticate their BusinessMail account to receive monthly invoice notifications.
- Customer agrees to check BusinessMail at least monthly for invoices regardless if Customer has received e-mail notification of invoice availability.
- Customer agrees that Customer will be deemed to have received each invoice as of the date the invoice is first made available by AT&T and that Customer's failure to access any invoice shall not relieve, waive or delay Customer's obligation to remit payment to AT&T.

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• Customer must provide AT&T with 45 days' prior written notice of any change affecting Customer's designated billing contact including changes in contact name, telephone number, e-mail address, by e-mail at calainquiry@rdsmail.ims.att.com or by contacting AT&T Customer Care via telephone numbers listed below.

Customer Care Contact Numbers

Ecuador: +1 408 454 4274 (toll)

CSP-9. France

CSP-9.1. General

Section Effective Date: 28-Feb-2017

Due to limitations of the local access supplier in France, the ADI service will not be able to obtain a full throughput in accordance with the bandwidth rate ordered by the customer. AT&T performed network testing and concluded that the customer should receive the actual throughput at a rate of approximately 90% of the bandwidth ordered.

CSP-9.2. Ethernet Access

Section Effective Date: 28-Feb-2017

Certain Ethernet access suppliers used for sites in France employ ATM protocol facilities that add ATM-related overhead, which may reduce traffic throughput on the Ethernet access connection. When such connections are used, actual bandwidth throughput may be less than the bandwidth of the ADI Port.

CSP-10. Germany

CSP-11. Italy

CSP-11.1. Use of Personal Information

Section Effective Date: 09-Apr-2011

Customer shall not use AT&T Service to communicate, transmit, disperse or process, content and/or information and/or data regarding any person, company association or other type of entity ("Personal Data"), in violation of any right of a person or entity to whom/which the data refers to and/or any third party or in breach of any applicable provision of law, including but not limited to any privacy law and regulation or other obligation to safeguard Personal Data ("Privacy Law").

Customer hereby acknowledges and agrees that transmission, communication, supply, use and/or processing of Personal Data requires prior express written consent of the individual person or entity to whom the data refers and Customer hereby agrees to secure such consent as needed to comply with the applicable Privacy Laws. Consent should be expressed freely and with specific reference to a clearly identified processing activity. Person/entity that the Personal Data refers to should be previously informed by Customer of (i) the purposes and modalities of the Personal Data processing, (ii) the facultative or mandatory nature of the processing, (iii) the consequences of a possible denial to provide the Personal data, (iv) the

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details of the data controller (i.e., Customer), (v) the rights of the person/entity the data refers to, i.e., rights to obtain information on their data, their updating and their blocking or erasure.

Customer hereby represents and warrants that any and all Personal Data has been obtained and processed in accordance with the applicable Privacy Laws.

AT&T, as data controller of the data processing, informs you that personal data provided by you and/or, the company that you represent is collected and processed (with manual instruments and the support of electronic means) for the purposes relating to and/or in connection with (i) negotiation, information gathering and execution of the Agreement; (ii) the provision of Services and other ancillary activities; and, (iii) legal, administrative or accounting obligations as well as historical storage of data.

The above outline of processing activities are obligatory in nature, therefore, if you refuse to provide the required Personal Data, AT&T will not be able to provide these services.

Customer may at any time contact its AT&T account manager to obtain or determine what Personal Data AT&T has, and request that such data be updated, deleted or no longer used.

CSP-12. Japan

CSP-12.1. Customer Responsibilities

Section Effective Date: 28-Feb-2017

At ADI with Customer Provided Router Sites, Customer may require terminal adapters for the local access connection. Customers must order, install and maintain their own terminal adapters.

CSP-13. Malaysia

CSP-13.1. Billing and Payment

Section Effective Date: 15-Dec-2005

Monthly Recurring Charges for local access leased line circuits are payable quarterly in advance.

CSP-14. Mexico

CSP-14.1. Billing and Payment

Section Effective Date: 15-Dec-2005

Invoices shall be rendered in US Dollars and charges shall be paid in US Dollars or its equivalent amount in Mexican Pesos, using the exchange rate published in the "Diario Oficial de la Federación" the same day payment is made.

CSP-14.2. Billing – BusinessMail Web-based Electronic Invoicing

Section Effective Date: 07-Sep-2016

• Customer agrees that AT&T may deliver invoices to Customer by means of BusinessMail web-based billing.

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- AT&T enables Customer to access BusinessMail by using a User ID and Password. It is the cCustomer's responsibility to authenticate their BusinessMail account.
- Customer must provide AT&T with the Company Tax ID and the name, telephone number, e-mail address of the Customer's designated billing contact for purpose of electronic invoice review and payment.
- AT&T will notify Customer's designated billing contact by e-mail when an invoice is made available on BusinessMail. Customer must follow instruction to authenticate their BusinessMail account to receive monthly invoice notifications.
- Customer agrees to check BusinessMail at least monthly for invoices regardless if Customer has received e-mail notification of invoice availability.
- Customer agrees that Customer will be deemed to have received each invoice as of the date the invoice is first made available by AT&T and that Customer's failure to access any invoice shall not relieve, waive or delay Customer's obligation to remit payment to AT&T.
- Customer must provide AT&T with 45 days' prior written notice of any change affecting Customer's designated billing contact including changes in contact name, telephone number, email address, by e-mail at calainquiry@rdsmail.ims.att.com or by contacting AT&T Customer Care via telephone numbers listed below.

Customer Care Contact Numbers

Mexico: +1 800 710 2709 or +1 408 454 4274 (toll)

CSP-15. Panama

CSP-15.1. Billing and Payment Currency

Section Effective Date: 30-Oct-2019

Invoices shall be rendered in US Dollars and charges shall be paid in US Dollars.

CSP-16. Peru

CSP-16.1. Billing and Payment

Section Effective Date: 15-Dec-2005

AT&T will invoice all applicable charges in US Dollars, and Customer shall pay all charges in US Dollars. If any law, rule or regulation of a competent Peruvian authority requires that payment for services rendered in Peru must be made in Nuevo Soles, the invoice will include the equivalent amount in Nuevo Soles based on the official exchange rate of the Banco Central de la Reserva del Peru on the day immediately prior to the invoice date.

CSP-16.2. Installation

Section Effective Date: 28-Feb-2017

For ADI Customer Sites located more than 100 kilometers from Lima, AT&T will provide installation support remotely over the telephone only. On-site installation assistance is available for an additional charge.

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CSP-17. Philippines

CSP-17.1. General

Section Effective Date: 28-Feb-2017

ADI is provided by Innove Communications, Inc. The local Customer Company representative must complete and sign a separate local service agreement with Innove Communications, Inc. before ADI is deployed.

CSP-17.2. Billing and Payment

Section Effective Date: 15-Dec-2005

Monthly Recurring Charges for local access leased line circuits are payable quarterly in advance.

CSP-18. Singapore

CSP-18.1. Local Access

Section Effective Date: 05-Mar-2020

ADI is only available to corporate business customers and not to individual consumers.

CSP-19. Venezuela

CSP-19.1. Billing and Payment

Section Effective Date: 15-Dec-2005

Unless otherwise mandated by Venezuelan law, invoices for all applicable charges shall be rendered in US Dollars, and payment shall be made in US Dollars. If any law, rule or regulation of a competent Venezuelan authority requires that payment for services rendered in Venezuela must be made in Bolivares, payment shall be made at the exchange rate published by the Banco Central de Venezuela the day before the payment is made.

End of Service Guide

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Page 1 of 75

AT&T Business Service Guide General Provisions and Glossary

Table of Contents	
AT&T Service Guide: General Provisions & Glossary	5
General Provisions	5
GP-1. Applicability of General Provisions	5
GP-2. Payment, Billing and Calculation of Charges	5
GP-2.1. Multiple Location Billing Option	5
GP-2.2. Fractional Charges and Credits	6
GP-2.3. Refunds of Credit Balances	8
GP-2.4. Application of Per Minute Rates	9
GP-2.5. Application of Time of Day/Day of Week Rates	10
GP-2.6. Charges Upon Expiration of Commitment	10
GP-2.7. Information Required for Invoicing	11
GP-2.8. Method of Invoicing for Service.	11
GP-2.9. Single End Invoice	12
GP-2.9.1. SEI Limitations and Exclusions	12
GP-2.9.2. Reach Country Invoice	13
GP-2.9.2.1. Reach Country Invoice Limitations and Exclusions	13
GP-3. Country-Specific Provisions	14
GP-3.1. Argentina	14
GP-3.1.1. Billing	14
GP-3.1.2. Payment	14
GP-3.2. Brazil	14
GP-3.3. Costa Rica	15
GP-3.4. Panama	16
GP-4. General Charges and Fees.	16
GP-4.1. Regulatory Charges and Surcharges	16
GP-4.1.1. Universal Connectivity Charge	16
GP-4.1.2. South Carolina Universal Service Charge	17

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TIGI CCIVIC	codiac. Ceneral Provisions & Gossary	
	GP-4.1.3.1. Gross Receipts Tax Allotment Table	
G	SP-4.1.4. Property Tax Allotment	. 20
G	SP-4.1.5. Federal Regulatory Fee	. 22
G	SP-4.1.6. Carrier Line Charge	. 23
	GP-4.1.6.1. Rate Table CLC-GP: Carrier Line Charge	. 24
G	SP-4.1.7. Payphone Use Charge	. 24
G	SP-4.1.8. Alaska Wholesale Service Element Charges	. 25
G	SP-4.1.9. State Universal Service and Regulatory Fees	. 25
GP-	-4.2. Miscellaneous Charges	26
G	SP-4.2.1. Carrier Line Assessment	. 26
	GP-4.2.1.1. Rate Table GP-CLA: Carrier Line Assessment	. 27
G	SP-4.2.2. Administrative Expense Fee	. 27
G	SP-4.2.3. Unauthorized Carrier Change Charge	. 28
G	SP-4.2.4. Return Check Fee	. 28
G	SP-4.2.5. Duplicate Bill Charge	. 28
G	SP-4.2.6. Restoration of Service Fee	. 29
G	SP-4.2.7. Access Arbitrage Fee	30
G	SP-4.2.8. Federal Access Recovery Fee (FARF)	31
G	SP-4.2.9. Administrative Fee	. 31
GP-5.	Service Availability	32
GP-	-5.1. Withdrawal of Service Matrix	. 33
GP-6.	Changes in Service Names and Terminology	37
GP-7.	Transfer or Assignment	40
GP-8.	Agency Agreement	41
GP-9.	Jurisdictional Requirement.	42
GP-10). Fraud, Abuse and Misuse	42
GP-	-10.1. Termination, Restriction or Suspension of Service for Fraud, Abuse or Mist	
	40.0 D. 11111 J. T. 15	
	10.2. Prohibited Traffic	
	-10.3. Usage Limits	
	10.4. Automatic Number Identification/Charge Number Service	
	-10.5. Compliance with Telephone Disclosure and Dispute Resolution Act (TDDRA)	
GP-	-10.6. Access Arbitrage	47

The AT&T Business Service Guide is subject to change by AT&T from time to time. See http://serviceguidenew.att.com for current version.

AT&T Service Guide: General Provisions & Glossary

GP-10.7. Acceptable Use Policy	49
GP-10.8. Use of IP Addresses and Domain Names	50
GP-11. American Recovery and Reinvestment Act of 2009	50
GP-12. Connections	50
GP-13. Installation; Site Access	51
GP-14. AT&T Equipment	52
GP-15. Special Construction	53
GP-15.1. General	53
GP-15.2. Ownership of Plant	54
GP-15.3. No License Granted	55
GP-15.4. Cancellation of Orders	56
GP-16. Entrance Facility Construction	57
GP-17. Network and Data Security	59
GP-17.1. AT&T Security Program and Standards	59
GP-17.2. Data Management and Media Handling	60
GP-17.3. AT&T Control Measures	60
GP-17.3.1. Network Perimeter Protection	60
GP-17.3.2. Workstation Security Management	60
GP-17.3.3. Physical Access Controls	60
GP-17.3.4. Logical Access Controls	61
GP-17.3.5. Access Authorization Controls	61
GP-17.4. Notices and Compliance	61
GP-17.4.1. Security Advisories	61
GP-17.4.2. Compliance	
GP-17.4.3. Security Incidents	61
GP-17.5. Disaster Recovery and Business Continuity	62
GP-17.6. Customer Inquiries and Audits	
GP-17.7. Applicability of Section GP-17	63
GP-18. General Data Protection Regulation Requirements	63
GP-18.1. Definitions	63
GP-18.2. AT&T as Data Processor or Sub-Data Processor	64
GP-18.2.1. AT&T Obligations	64
GP-18.2.2. International Data Transfers	66

See http://serviceguidenew.att.com for current version.

GP-18.2.3. Customer Obligations When AT&T is Processor or Sub-Data Processor . 6	36
GP-18.3. AT&T as Data Controller	37
GP-18.3.1. AT&T Responsibilities6	37
GP-18.3.2. Customer Responsibilities	37
GP-18.3.3. International Data Transfers	37
GP-18.4. General Processing of Personal Data by AT&T6	38
GP-18.4.1. Legal Basis for Processing6	38
GP-18.4.2. Subject Matter of Processing6	38
GP-18.4.3. Duration of Processing6	38
GP-18.4.4. Categories of Personal Data Processed	38
GP-18.4.5. Purpose of Processing6	39
GP-18.4.6. Nature of Processing	39
GP-18.5. AT&T's Role	70
GP-19 Glossary	71

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AT&T Service Guide: General Provisions & Glossary

General Provisions

Section Effective Date: 09-Jan-2012

The following General Provisions apply with respect to the AT&T services covered by a Service Guide included in the Service Guide Library at http://serviceguidenew.att.com, except as otherwise specified below or as otherwise provided in a specific Service Guide Title or in Customer's Service Agreement.

GP-1. Applicability of General Provisions

Section Effective Date: 20-Dec-2006

Specific sections of the General Provisions apply with respect to specific Services as described within each Section and as otherwise noted in the Applicability of Section below.

GP-2. Payment, Billing and Calculation of Charges

GP-2.1. Multiple Location Billing Option

Section Effective Date: 25-Sep-2020

Under the Multiple Location Billing (MLB) Option, AT&T will provide separate bills for multiple locations designated by Customer as MLB locations. Customer is responsible for (a) all orders to add, delete or change service at MLB locations, (b) payment of all charges billed to MLB locations, and (c) compliance by Users at each MLB location with the terms of Customer's Service Agreement. Usage and/or charges from all MLB locations will be used to determine any applicable discount, and to retire any applicable minimum volume or revenue commitment.

Applicability of Section

Does not apply to ACC Business Service, AccessMyLAN from AT&T, ACCU-Ring Network Access Service, Actsoft® from AT&T, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, Associate PLEDGE from AT&T, AT&T Advanced Recovery Services, AT&T Asset Management for Shipping Containers, AT&T Asset Management - Operations Center, AT&T Authentication and Verification Service, &TAT&T Business in a Box® as sold as ACC Business, AT&T Business Internet Service, AT&T Business Messaging, AT&T Business Voice over IP Services (BVoIP), AT&T Conferencing Services - AT&T Connect Named User billing model, AT&T Contact Management Services (CMS), AT&T Content Acceleration (ACA) Service, AT&T Content Delivery Network (AT&T CDN) Service, AT&T DataFlow Service, AT&T Dedicated Ethernet (TCAL), AT&T Detect and Connect Solutions™ Commerce Connect Services, AT&T Dual-Mode Mobile Voice, AT&T Enhanced Transport Service, AT&T Enhanced Virtual Private Line Network Services, AT&T Enterprise Recovery Service, AT&T Equipment and Machinery Solutions, AT&T Ethernet and Wavelength Service, AT&T Ethernet WAN Alaska Service, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T FlexWare, AT&T Flow Designer, AT&T Global Inbound Service, AT&T Global IP Voice Service, AT&T Global

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Mobile Management, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite, AT&T Global Video Service, AT&T Hosted Outbound Calling Service (AHOCS). AT&T International Satellite Direct Service (ISDS), AT&T International Satellite Shared Earth Station Service, AT&T Internet Aggregation Service, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T Internet of Things Wireless Service, AT&T Internet of Things Wireless Communications Service for FirstNet, AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T IP Toll-Free 360 (IPTF360) Service, AT&T Landline Texting, AT&T Maintenance Solutions (AMS), AT&T Managed In-Building Solution, AT&T Managed Multi-Network Service, AT&T Message Archiving, AT&T MetroCell, AT&T Mobile Device Management, AT&T Mobile Enterprise Applications Platform (MEAP), AT&T Mobile Enterprise Applications Platform (MEAP) -Managed Solution, AT&T Mobile Forms, AT&T Mobile Services, AT&T Multi-access Edge Computing, AT&T Near Field Communications Connect Services, AT&T Network Deployment Service, AT&T Network Integration International Private Line, AT&T North American Voice Service, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T OPT-E-WAN® Virtual Private LAN Service (VPLS), AT&T Public Safety Solutions, AT&T SD-WAN - Static Extended Country Reach, AT&T SD-WAN - Static Network Based, AT&T SD-WAN - Static Over The Top, AT&T SD-WAN with Cisco, AT&T ShoreTel Mobility Router, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Cities Structure Monitoring, AT&T Smart Grid Metering - Solar Solution, AT&T Smart Grid Operational Data Management, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T Switched Ethernet Service (TCAL). AT&T Switched EthernetSM Service Third-Party Access (3PA), AT&T Ultravailable® Network Service, AT&T Venue Analytics, AT&T VoicePort Service, AT&T Voice Maintenance Solutions, AT&T VNO (Internet) Service, AT&T VPN Service, AT&T Web Hosting Service, AT&T Work, AT&T Workforce Manager, Blackberry® UEM, Box from AT&T, CalAmp V-Series ELD Solution, Cybersecurity Consulting, Cybersecurity Rating, FirstNet Push-to-Talk, Good Solutions from AT&T, IBM MaaS360, M2X Data Service, Micron loT Devices, Mobile Applications for Business - Industry Specific Solutions. Mobile Call Recording, MobileIron Basic Connected Cloud from AT&T, MobileIron Cloud. MobileIron Connected Cloud from AT&T, MobileIron Core, MobileIron Hosted from AT&T, MobileIron VSP from AT&T - Managed Hosted Mobile Device Management (MDM) Solution, NetMotion Software, Norton™ Security for Professionals, Ping Asset IoT Devices, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution, Sonim XPi device with AT&T loT Service, Telenav Asset Tracker™ from AT&T, Telenav Track™ from AT&T, Telenav Track LΠE™ from AT&T, Telenav Vehicle Tracker™ from AT&T. The Archiving Platform from Smarsh, TotalMobile™ from AT&T, Xata Turnpike from AT&T and Xora® In-Vehicle™ from AT&T.

- Applies to Toll-Free Services only if bundled with Business Network (ABN) or One Net Service.
- Applies to all other Services.

GP-2.2. Fractional Charges and Credits

Section Effective Date: 25-Sep-2020

Computing Charges or Credits for a Partial Month

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When a monthly charge applies for a portion of a billing month (whether due to an installation or discontinuance of service during the billing month, a rate change during the month, or otherwise), the partial charge (or credit) is calculated based on a daily rate (1/30th of the monthly charge) and number of actual days remaining in the month after the event giving rise to the partial charge.

Example: If the billing month starts on the first day of the calendar month and a circuit is disconnected on March 18, a credit applies equal to 1/30th of the monthly charge multiplied by the number of days remaining (13) in the month. If the rate applicable to another circuit changes on March 24, a credit will apply equal to 1/30th of the old monthly charge multiplied by the days remaining (8, including the 24th) in the month, and a partial monthly charge will apply equal to 1/30th of the new monthly charge multiplied by the days remaining (8) in the month.

Daily or Hourly Rates

For Service Components with a minimum payment period of one day or one hour, the rate that is in effect at the beginning of the period during which the Service Component was furnished applies for the duration of the minimum payment period. Example: A Service Component for which a daily rate applies is furnished beginning at 4 PM on July 31. At 12:01 AM on August 1, a new rate becomes effective. The rate in effect on July 31 applies for the minimum payment period that expires at 4 PM on August 1. Thereafter, the new rate applies.

Applicability of Section

Does not apply to AccessMyLAN from AT&T, ACCU-Ring Network Access Service, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, AT&T Advanced Exchange with Extended Warranty, AT&T Asset Management - Operations Center, AT&T Business Voice over IP Services (BVoIP), AT&T Asset Management for Shipping Containers, AT&T Conferencing with Cisco WebEx, AT&T Detect and Connect Solutions™ Commerce Connect Services, AT&T Dual-Mode Mobile Voice, AT&T Enhanced Transport Service, AT&T Enterprise Routing Service - Cisco Version, AT&T Equipment and Machinery Solutions, AT&T Global Inbound Service, AT&T Global Mobile Management, AT&T Global Smart Messaging Suite, AT&T Hosted Outbound Calling Service (AHOCS), AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T IP Toll-Free 360 (IPTF360) Service, AT&T Maintenance Solutions (AMS), AT&T Managed In-Building Solution. AT&T Messaging Toolkit, AT&T Messaging Toolkit - Minimum Commitment Plans, AT&T MetroCell, AT&T Mobile Device Management, AT&T Mobile Services, AT&T Multiaccess Edge Computing, AT&T Near Field Communications Connect Services, AT&T Network Aggregation Service, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T ShoreTel Mobility Router, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Cities Structure Monitoring, AT&T Smart Grid Operational Data Management, AT&T Smart Grid Solutions - Prepay Energy, AT&T VoicePort Service, AT&T Voice Maintenance Solutions, AT&T Work, AT&T Workforce Manager, bigtincan hub from AT&T. Blackberry® UEM, Box from AT&T, CalAmp V-Series ELD Solution, Cybersecurity Consulting, Cybersecurity Rating, FirstNet Push-to-Talk, Good Solutions from AT&T,

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IBM MaaS360, Micron IoT Devices, Mobile Applications for Business - Industry Specific Solutions, MobileIron Basic Connected Cloud from AT&T, MobileIron Cloud, MobileIron Connected Cloud from AT&T, MobileIron Core, MobileIron Hosted from AT&T, MobileIron VSP from AT&T - Managed Hosted Mobile Device Management (MDM) Solution, NetMotion Software, Norton™ Security for Professionals, Ping Asset IoT Devices, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution, Sonim XPi device with AT&T IoT Service, and Xata Turnpike from AT&T.

- Applies to AT&T Contact Management Services (CMS) only in some circumstances.
- Applies to AT&T Conferencing Services, however, AT&T Connect Named User is prorated.
- Applies to all other Services.

GP-2.3. Refunds of Credit Balances

Section Effective Date: 25-Sep-2020

If there is a credit balance on a closed Customer account, AT&T may apply such credit balance against any past due balances on any other Customer accounts associated with the same Service Agreement or service as the closed account. Customer will be entitled to a cash refund of any remaining net credit balance.

Applicability of Section

- Applies to all Services, except
 - AT&T Advanced Exchange with Extended Warranty,
 - AT&T Conferencing with BlueJeans,
 - AT&T Dedicated Ethernet (TCAL),
 - o AT&T Enterprise Routing Service Cisco Version,
 - AT&T Global IP Voice Service.
 - AT&T Global Smart Messaging Suite,
 - AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect),
 - AT&T Internet of Things Wireless Communications Demo SIM,
 - AT&T IoT OBDII Kit.
 - o AT&T IP Toll-Free 360 (IPTF360) Service,
 - AT&T Managed In-Building Solution.
 - AT&T Messaging Toolkit,
 - o AT&T Messaging Toolkit Minimum Commitment Plans,
 - AT&T MetroCell.
 - AT&T Multi-access Edge Computing,
 - o AT&T Network Aggregation | Service,

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- AT&T Network-Based IP VPN Remote Access Service.
- AT&T Public Safety Solutions,
- AT&T SD-WAN Static Extended Country Reach
- AT&T SD-WAN Static Network Based,
- AT&T SD-WAN Static Over The Top.
- AT&T SD-WAN with Cisco,
- AT&T Smart Grid Solutions Prepay Energy,
- Blackberry® UEM,
- Box from AT&T,
- Cybersecurity Consulting,
- Cybersecurity Rating,
- FirstNet Push-to-Talk,
- Micron loT Devices.
- Ping Asset loT Devices,
- Sercomm SM-ATK02 Asset Tracker Solution,
- Telenav Track™ from AT&T,
- Telenav Track LITE™ from AT&T.
- Xata Turnpike from AT&T, and
- Customer accounts where the customer care functions are provided by a third-party (e.g. Customers of North support from Allstream).

GP-2.4. Application of Per Minute Rates

Section Effective Date: 17-Nov-2011

When a Service Guide includes usage charges stated as per minute rates, and also sets forth an Initial Period and Additional Period, the per minute rate is prorated based on an Initial Period and Additional Period. The usage charge for the Initial Period is equal to the per minute rate, multiplied by the number of seconds in the Initial Period divided by 60. The usage charge for per minute rate, multiplied by the number of seconds in the Additional Period divided by 60.

For example: If the per minute rate is \$0.09, the Initial Period is 18 seconds, and the Additional Period is 6 seconds, then the usage charge for the Initial Period is \$0.027 ($$0.09 \times 18/60$) and the usage charge for each Additional Period is $$0.09 \times 6/60$).

The usage charge for each call is equal to the Initial Period rate added to the product of the Additional Period rate multiplied by the number of full or partial Additional Periods by which the call duration exceeds the Initial Period.

Applicability of Section

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- Applies to any Service having usage charges in per minute rates and subject to a rate formula based on an Initial Period and Additional Periods.
- Applies to some but not all AT&T Contact Management Services (i.e. applies to Interactive Voice Services but not to VoiceTone).

GP-2.5. Application of Time of Day/Day of Week Rates

Section Effective Date: 17-Nov-2011

When a rate varies according to the time of day or day of the week the service is provided (i.e., peak/off-peak rates, standard/discount/economy rates), the time and day at the Customer's location is used to determine the rate applicable for the full duration of the time the service is provided.

Applicability of Section

• Applies to all Services where a rate can vary based on the time of day or day of week in which the Service is provided.

GP-2.6. Charges Upon Expiration of Commitment

Section Effective Date: 25-Sep-2020

After the end of any period during which Customer is entitled to rate stability with respect to a particular service or Service Component pursuant to Customer's Service Agreement, AT&T may modify the rates, charges, terms and conditions applicable to such service or Service Component on thirty (30) days' prior notice.

Applicability of Section

Does not apply to AccessMyLAN from AT&T, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, Associated PLEDGE from AT&T, AT&T Dedicated Ethernet (TCAL), AT&T Dual-Mode Mobile Voice, AT&T Enhanced Transport Service, AT&T Global Inbound Service, AT&T Global Smart Messaging Suite, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T loT Demo SIM, AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T Managed In-Building Solution, AT&T Maintenance Solutions (AMS), AT&T Messaging Toolkit, AT&T Messaging Toolkit -Minimum Commitment Plans, AT&T Mobile Device Management, AT&T Multi-access Edge Computing, AT&T Network Aggregation Service, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T ShoreTel Mobility Router, AT&T Smart Grid Solutions -Prepay Energy, AT&T Software Defined Solutions, AT&T Switched Ethernet Service (TCAL), AT&T VoicePort Service, AT&T Voice Maintenance Solutions, AT&T Work, AT&T Workforce Manager, bigtincan hub from AT&T, Blackberry® UEM, Box from AT&T, Cybersecurity Consulting, Cybersecurity Rating, FirstNet Push-to-Talk, Good Solutions from AT&T, IBM MaaS360, Micron loT Devices, MobileIron Basic Connected Cloud from AT&T, MobileIron Cloud, MobileIron Connected Cloud from AT&T, MobileIron Core, MobileIron Hosted from AT&T, MobileIron VSP from AT&T - Managed Hosted Mobile Device Management (MDM) Solution. Norton™ Security for Professionals, Ping Asset IoT Devices, Samsung Knox, and Sercomm SM-ATK02 Asset Tracker Solution.

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Applies to all other Services.

GP-2.7. Information Required for Invoicing

Section Effective Date: 25-Sep-2020

Unless otherwise indicated for a specific Service, AT&T will invoice Customer in the country in which Service is provided. Customer is required to provide to AT&T (at the time of ordering) sufficient information (as specified by AT&T) to allow delivery of an invoice to a Customer affiliate in the countries in which Service is provided, including: Customer affiliate legal entity name, appropriate tax identification number or reference, registered address, billing address, and contact information (including telephone, fax, e-mail and postal address).

Applicability of Section

- Does not apply to AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T Network Aggregation Service, CalAmp V-Series ELD Solution, Micron IoT Devices, Ping Asset IoT Devices, and Sonim XPi device with AT&T IoT Service.
- Applies to all other Services.

GP-2.8. Method of Invoicing for Service

Section Effective Date: 25-Sep-2020

If AT&T submits an invoice for a Service in a currency that is different from the currency listed in the Service Agreement, Service Guide, or Schedule of Charges applicable to the specific Service, AT&T will calculate the invoice amount using an exchange rate to convert the rate to the currency used for invoicing. AT&T will use the following currency conversion method:

Each month on the first U.S. weekday following the 15th day of the current calendar month, AT&T shall obtain an average exchange rate to convert the rate to the currency used in the invoice. The average exchange rate will be calculated as the average of the closing rates published by Bloomberg L.P.- New York Composite – 5:30 PM US Eastern time from the 1st Business Day following the 15th day of the preceding calendar month through the 15th day (or closest immediately preceding Business Day) of the current calendar month. This average exchange rate will be effective for all invoices issued between the first U.S. week day following the 15th day of the current calendar month to the 15th day of the next calendar month.

If a Bloomberg L.P. – New York Composite average exchange rate is not available, AT&T will calculate the invoice amount using the currency exchange rate established for such currency conversions published by the Central Bank (or a similarly designated institution deemed acceptable by AT&T as a source for currency exchange rates) for the country in which the invoice is delivered as of the date indicated on the Invoice. If a currency exchange rate is not available as of the date indicated on the invoice, AT&T will use the currency exchange rate available for the first date prior to the invoice date.

Applicability of Section

 Does not apply to AccessMyLAN from AT&T, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T Managed In-Building Solution, AT&T Multi-

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access Edge Computing, AT&T Network Aggregation Service, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T SD-WAN with Cisco, AT&T Smart Cities Structure Monitoring, AT&T VNO (Internet) Service, AT&T Workforce Manager, CalAmp V-Series ELD Solution, FirstNet Push-to-Talk, IoT Enhanced Support Services, Micron IoT Devices, Ping Asset IoT Devices, Sercomm SM-ATK02 Asset Tracker Solution, and Sonim XPi device with AT&T IoT Service.

Applies to all other Services.

GP-2.9. Single End Invoice

Section Effective Date: 08-Jun-2020

Single End Invoice (SEI) is a billing feature under which AT&T will consolidate all charges payable by Customer for Service in one or more countries into a single invoice and single currency for payment by Customer. AT&T will invoice Customer or Customer's Affiliate for Services in a Customer-designated country approved for SEI by AT&T ("Approved SEI Country"). Customer or Customer's Affiliate must be legally incorporated or established in the designated Approved SEI Country to receive the invoice. The rates applicable for SEI in a country will be described in the Pricing Schedule (or, where applicable, the Schedule of Charges). To deliver an SEI invoice, AT&T will:

• generate the SEI invoice in the month following the month in which the SEI charges would normally be invoiced by AT&T.

Customer shall make payment to AT&T's Affiliate for the Services billed using SEI in the Approved SEI Country designated by the Customer in the SEI Currency shown on the invoice.

Applicability of Section

Applies to the following Services: AT&T Business Voice Over IP Service, AT&T Dedicated Internet (ADI), AT&T FlexWare[™], AT&T Managed Router Solution, AT&T SD-WAN - Static Network Based (fka AT&T Network-Based IP VPN Remote Access (ANIRA)), AT&T SD-WAN - Static Over The Top (fka AT&T Virtual Private Network Tunneling Services (AVTS)), AT&T OPT-E-WAN® Virtual Private LAN Service (VPLS) and AT&T VPN Service.

GP-2.9.1. SEI Limitations and Exclusions

Section Effective Date: 08-Jun-2020

SEI is available subject to the following limitations:

For some countries, SEI is required as a condition for Customer to obtain Service.

Customer is required to maintain the Approved SEI Country and SEI Currency designated for a minimum of twelve months.

AT&T reserves the right to modify or eliminate SEI without prior notice. Services already contracted for prior to the date of such change, shall continue to be invoiced under the Customer's existing SEI terms until the expiration of the Pricing Schedule term.

In some jurisdictions, AT&T may charge a Custom Billing Fee which represents costs (such as taxes, duties, levies, tariffs and other similar charges) and other fees associated with the

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service. The Custom Billing Fee is a variable monthly charge applied to the revenue specific to the SEI Import Country.

On termination of SEI, AT&T will invoice Customer for the SEI Eligible Services in accordance with the then-current invoicing procedure for each SEI Eligible Service.

Applicability of Section

Applies to the following Services: AT&T Business Voice Over IP Service, AT&T Dedicated Internet (ADI), AT&T FlexWareSM, AT&T Managed Router Solution, AT&T SD-WAN - Static Network Based (fka AT&T Network-Based IP VPN Remote Access (ANIRA)), AT&T SD-WAN - Static Over The Top (fka AT&T Virtual Private Network Tunneling Services (AVTS)), AT&T OPT-E-WAN® Virtual Private LAN Service (VPLS) and AT&T VPN Service.

GP-2.9.2. Reach Country Invoice

Section Effective Date: 14-Aug-2020

Reach Country Invoice is a billing feature under which AT&T will invoice Customer in one or more countries served through an NNI or with DSE, ILLE, Cross Border Ethernet or provided via another access method. AT&T will invoice Customer or Customer's Affiliate for Services in a Customer-designated country approved for Reach Country Invoice by AT&T. Customer or Customer's Affiliate must be legally incorporated or established in the designated country to receive the invoice. The rates applicable for Reach Country Invoice will be described in the Pricing Schedule (or, where applicable, the Schedule of Charges).

Customer shall make payment to AT&T's Affiliate for the Services billed using the Reach Country Invoice in the designated country in the Currency shown on the invoice.

Applicability of Section

- Does not apply to AccessMyLAN from AT&T.
- Applies to all other Services.

GP-2.9.2.1. Reach Country Invoice Limitations and Exclusions

Section Effective Date: 14-Aug-2020

Reach Country Invoice is available subject to the following limitations:

For some countries, Reach Country Invoice is required as a condition for Customer to obtain Service.

AT&T reserves the right to modify or eliminate Reach Country Invoice without prior notice.

Applicability of Section

- Does not apply to AccessMyLAN from AT&T.
- Applies to all other Services.

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GP-3. Country-Specific Provisions

Section Effective Date: 10-Nov-2016

Notwithstanding any other statement within these General Provisions, the appropriate Country terms of this section apply. In addition, the appropriate provisions of this section apply except as stated in each product specific service guide. Service and/or feature availability are subject to local country laws and may be restricted in some countries.

GP-3.1. Argentina

GP-3.1.1. Billing

Section Effective Date: 10-Nov-2016

Charges are quoted and contracted in US Dollars. All applicable charges are billed in US Dollars or Argentine Pesos. All invoices may be made in Argentine Pesos at the "vendedor transferencia" (seller transfer) exchange rate published by Banco Nación the day before the date the invoice is made.

Applicability of Section

Applies to all Services provided within and/or billed in Argentina.

GP-3.1.2. Payment

Section Effective Date: 10-Nov-2016

All payments may be made in US Dollars or in its equivalent in Argentine Pesos at the "vendedor transferencia" (seller transfer) exchange rate published by the Banco Nación the day before the date the payment is made. If in the future, by any law, rule or regulation, the free circulation of US Dollars is limited or restricted, Customer, irrevocably and unconditionally, agrees to buy the amount of necessary external bonds issued in US Dollars by the Argentinean Federal Government to sell them, at AT&T's option, in New York City, United States of America, or Montevideo, República Oriental del Uruguay, in order to obtain the amount of US Dollars necessary to fulfill Customer's payment obligations. External bonds issued in US Dollars by Argentinean Federal Government shall mean "Bonar 2026 LNY" or any other security or bond issued by the Argentine Federal Government in US Dollars. Customer shall also pay to AT&T all costs, expenses, taxes and withholdings incurred in selling the above mentioned external bonds. Customer irrevocably and unconditionally agrees not to invoke the "Doctrine of Improvidence" (Teoría de la Imprevisión), or any similar defense, to avoid payment as specified above.

Applicability of Section

Applies to all Services provided within and/or billed in Argentina.

GP-3.2. Brazil

Section Effective Date: 14-Jun-2019

All Charges for Service are quoted and contracted in USD.

AT&T may invoice all applicable charges according to the following options:

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- For Local billing the invoice will be issued to the local Customer in BRL (Brazilian Reais) for payment purposes. The initial and the monthly charges originally expressed in USD in the Customer Contract, Service Order Attachment or Pricing Schedule ("Agreement") will be converted, as of the Contract Effective Date of such Agreement, into BRL using exchange rate issued by "BANCO CENTRAL DO BRASIL".
 - In addition to the terms in the Agreement regarding price adjustments, the charges for services shall be adjusted every twelve (12) months as of the Contract Effective Date, in according to the variation of the General Index of Market Price issued by the Getulio Vargas Foundation (IGP-WFundacao Getulio Vargas) or by another index defined by the Brazilian government. In the event that during the effective term of this Agreement, it becomes possible to adjust the prices at intervals shorter than herein set forth, the parties in Brazil shall negotiate the adoption of a shorter interval as allowed by the local legislation.
- For Consolidated Statement Service (CSS) or Cross Border Billing (CBB), the invoice will be addressed to the Customer's legal address outside of Brazil. Invoice amount will appear in BRL with the corresponding USD amount included for payment purposes. The charges originally expressed in USD will be converted into BRL (Brazilian Reais) using exchange rate issued by "BANCO CENTRAL DO BRASIL" day before invoice is issued.

The creation of new taxes, or a change in the taxes applicable to the services covered by this Agreement, or an operation covered by it, shall result in an immediate adjustment of the price to reflect such new taxes.

Brazilian Tax Law does not allow a Credit Note or a negative invoice. Any credit amount due to the Customer will be applied towards future invoices; reducing the monthly amount owed by the Customer.

Letter of Correction

Letter of Correction is an option which allows for correction to the original invoice for the following items:

- Customer's Name
- Customer's Address
- Customer's Tax id (CNPJ)

Applicability of Section

Applies to all Services provided within and/or billed in Brazil.

GP-3.3. Costa Rica

Section Effective Date: 30-Apr-2020

Services are subject to the terms specified in the local "Quality Telecommunication Regulation from SUTEL" and other related SUTEL resolutions.

Applicability of Section

 Applies to AT&T Dedicated Internet - Global (ADI-G), AT&T SD-WAN - Static Network Based (fka AT&T Network - Based IP VPN Remote Access (ANIRA)), AT&T SD-WAN -Static Over The Top (fka AT&T Virtual Private Network Tunneling Services (AVTS)), AT&T Software Defined Solutions, and AT&T VPN Service.

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GP-3.4. Panama

Section Effective Date: 19-Aug-2019

Unless otherwise mandated by Panama's law, invoices for all applicable charges shall be rendered in USD.

Applicability of Section

- Does not apply to AT&T SD-WAN with Cisco.
- Applies to all Services provided within and/or billed in Panama.

GP-4. General Charges and Fees

GP-4.1. Regulatory Charges and Surcharges

GP-4.1.1. Universal Connectivity Charge

Section Effective Date: 25-Sep-2020

The Universal Connectivity Charge ("UCC") is an undiscountable monthly charge. The UCC is equal to Customer's total net UCC-Applicable Charges (as defined below), after application of all applicable discounts and credits, multiplied by the UCC percentage. The UCC percentage will be equal to the quarterly Universal Service Fund contribution factor established by the FCC (subject to rounding) in effect as of the bill date. The applicable quarterly contribution factor can be found at http://www.fcc.gov/omd/contribution-factor.html/.

UCC-Applicable Charges

UCC-Applicable Charges consist of all charges for jurisdictionally interstate (including international) Basic Telecommunications Services and Interconnected VoIP Services. Charges for communications or transmissions between two points outside the US are not UCC-Applicable Charges.

UCC Waiver

AT&T will waive the UCC with respect to specifically identified UCC-Applicable Charges to the extent that Customer demonstrates to AT&T's reasonable satisfaction that:

- Customer (a) has filed a Universal Service Worksheet with the Universal Service
 Administrator covering the twelfth month prior to the month for which Customer seeks
 the waiver (i.e., to be eligible for a waiver in February 2005, Customer must have filed a
 Universal Service Worksheet with the Universal Service Administrator covering February
 2004) or (b) was not required to file a Universal Service Worksheet covering such
 period, either because Customer was not then providing telecommunications services or
 because Customer was then subject to the FCC's de minimis exception to the FCC's
 filing requirement;
- the charges with respect to which the waiver is sought are for services purchased by Customer for resale; and
- Customer will file a Universal Service Worksheet with the Universal Service Administrator in which the reported billed revenues will include all billed revenues associated with Customer's resale of services purchased from AT&T for the period during which the waiver is sought.

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The UCC will not be waived with respect to: (a) charges for services purchased by Customer for its own use as an end user; (b) charges for which the bill date is on, prior to, or within thirty days after, the date on which Customer applies for a waiver with respect to those charges; or (c) charges for services resold by Customer, if Customer (or another provider that buys services directly or indirectly from Customer) is not subject to direct Universal Service contribution requirements.

LEC-Billed Customers

If Customer is billed by a Local Exchange Company other than AT&T, AT&T may mark-up the charge for each call to account for the Universal Connectivity Charge in lieu of having the Universal Connectivity Charge assessed as a separate line item.

Application to Certain Rate Plans

Where charges are not identified on a jurisdictional basis, for example, monthly recurring charges for rate plans under AT&T Mobile Solutions, the UCC rate will be applied against the amount of the charge that AT&T reports as subject to the FCC's quarterly Universal Service Fund contribution factor.

Applicability of Section

Applies all Services providing Interconnected VoIP Services or Basic Telecommunications Services, except for AccessMyLAN from AT&T, AT&T Authentication and Verification Service, AT&T DataFlow Service, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T Local Private Line Service (Puerto Rico), AT&T Managed In-Building Solution, AT&T Multi-access Edge Computing, AT&T Network Aggregation Service. AT&T Public Safety Solutions, AT&T SD-WAN with Cisco, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Cities Structure Monitoring, AT&T Software Defined Solutions, AT&T Switched Ethernet Service (Puerto Rico), Blackberry® UEM, CalAmp V-Series ELD Solution, FirstNet Push-to-Talk, IoT Enhanced Support Services, Micron IoT Devices, Norton™ Security for Professionals. Ping Asset IoT Devices, Serdomm SM-ATK02 Asset Tracker Solution, and Sonim XPi device with AT&T IoT Service.

Cross References

GP-4.2.2. Administrative Expense Fee

GP-4.1.2. South Carolina Universal Service Charge

Section Effective Date: 01-Jan-2020

The South Carolina Universal Service Charge is an undiscountable monthly charge, applied subject to billing availability. The South Carolina Universal Service Charge is equal to Customer's total net intrastate and interstate charges for Service at Customer Sites within the state of South Carolina, after application of all applicable discounts and credits, multiplied by 2.18%. The South Carolina Universal Service Charge is not subject to any waiver or exemption.

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 Applies to all intrastate and interstate charges for Basic Telecommunications Services (excluding international services) at Customer Sites within the state of South Carolina.

GP-4.1.3. Gross Receipts Tax Allotment

Section Effective Date: 22-Sep-2020

When utility or telecommunications assessments, franchise fees, privilege, license, occupational, excise, or other similar taxes or fees, based on receipts or assets are imposed by certain taxing jurisdictions upon AT&T or upon LECs and passed on to AT&T through or with access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The Gross Receipts Tax Allotment applicable to Customer for a given taxing jurisdiction is equal to the applicable Tax Factor (as set forth in the Gross Receipts Tax Allotment Table), multiplied by the net charges for the services subject to such taxes or fees provided to and billed to each Customer Site in such a taxing jurisdiction. The bill display name for the Gross Receipts Tax Allotment may vary from state to state.

Applicability of Section

Does not apply to AccessMyLAN from AT&T, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, Associate PLEDGE from AT&T, AT&T Advanced Exchange with Extended Warranty, AT&T Asset Management for Shipping Containers, AT&T Asset Management - Operations Center, AT&T Authentication and Verification Service, AT&T DataFlow Service, AT&T Data Patterns for Visitors, AT&T Dedicated Internet (ADI), AT&T Dedicated Internet (ADI) as sold by ACC Business. AT&T Detect and Connect Solutions™ Commerce Connect Services. AT&T Enterprise Hosting Service, AT&T Equipment and Machinery Solutions, AT&T Fleet Complete® -Asset Tracker, AT&T Fleet Complete® - Dispatch, AT&T Fleet Complete® - Fleet Tracker, AT&T Fleet Manager, AT&T Flow Designer, AT&T Global Mobile Management, AT&T Global Security Gateway, AT&T Internet Aggregation Service, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect). AT&T IoT Smart Analytics, AT&T IP Toll-Free 360 (IPTF360) Service, AT&T Local Private Line Service (Puerto Rico), AT&T Maintenance Solutions (AMS), AT&T Managed In-Building Solution, AT&T Managed Security Services, AT&T Mobile Device Management, AT&T Near Field Communications Connect Services, AT&T Network Aggregation Service, AT&T Remote Mobility Zone, AT&T SD-WAN - Static Extended Country Reach, AT&T SD-WAN with Cisco, AT&T ShoreTel Mobility Router, AT&T Smart Cities Structure Monitoring, AT&T Smart Grid Operational Data Management. AT&T Switched Ethernet Service (Puerto Rico), AT&T Venue Analytics, AT&T VNO (Internet) Service, AT&T Voice Maintenance Solutions, AT&T Web Hosting Service, AT&T Workforce Manager, bigtincan hub from AT&T, Blackberry® UEM, Box from AT&T, CalAmp V-Series ELD Solution, Courier Complete® from AT&T, Cybersecurity Consulting, Cybersecurity Rating, Eyewitness from AT&T, FirstNet Push-to-Talk, Good Solutions from AT&T, IBM MaaS360, IoT Enhanced Support Services, M2X Data Service, Micron IoT Devices, Mobile Applications for Business - Industry Specific Solutions, MobileIron Basic Connected Cloud from AT&T, MobileIron Cloud, MobileIron Connected Cloud from AT&T, MobileIron Core, MobileIron Hosted from AT&T, MobileIron VSP from AT&T | Managed Hosted Mobile Device Management (MDM) Solution, Norton™ Security for Professionals, Ping Asset IoT Devices, Rave Campus

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Messenger from AT&T, Rave Guardian from AT&T, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution, and Sonim XPi device with AT&T loT Service.

· Applies to all other Services.

GP-4.1.3.1. Gross Receipts Tax Allotment Table

Section Effective Date: 30-Sep-2017

Gross Receipts Tax Allotment Table						
Jurisdiction		Wireline – LD Voice Tax Factor	Wireline - Data Tax Factor	Mobility – Voice Tax Factor*	Mobility – Data Tax Factor	Mobility – Application Solutions Tax Factor
Colorado (CO T	ax Surcharge)	0.82%				entimentalismo entre del minus, con de que, e de-
District of Colum	nbia	11.00%		11.00%		
Hawaii (HI Tax	Surcharge)	1.61%				
Indiana				1.40%		
Kentucky		1.31%	1.31%	1.30%		
Maryland		2.04%	2.04%			
New Mexico		4.25%		5.125%	5.125%	5.125%
New York						
-	Bronx County	3.16%	3.16%	5.572%		5.572%
-	Kings County	3.16%	3.16%	5.572%		5.572%
-	New York County	3.16%	3.16%	5.572%		5.572%
-	Queens County	3.16%	3.16%	5.572%		5.572%
-	Richmond County	3.16%	3.16%	5.572%		5.572%
-	Dutchess County	3.16%	3.16%	3.598%		3.598%
-	Nassau County	3.16%	3.16%	3.598%		3.598%
-	Orange County	3.16%	3.16%	3.598%		3.598%
,	Putnam County	3.16%	3.16%	3.598%		3.598%
	Rockland County	3.16%	3.16%	3.598%		3.598%
-	Suffolk County	3.16%	3.16%	3.598%		3.598%

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AT&T Service Guide: General Provisions & Glossary

Gross Receipts Tax Allotment Table					
Jurisdiction	Wireline – LD Voice Tax Factor	Wireline - Data Tax Factor	Mobility – Voice Tax Factor*	Mobility – Data Tax Factor	Mobility – Application Solutions Tax Factor
- Westche County		3.16%	3.598%		3.598%
- All Othe York Counti		2.56%	3.598%		3.598%
North Dakota	2.50%	2.50%	2.50%	2.50%	
Oregon					
- Eugene	6.6%	6.6%	2%		
- Oak Rid	ge 5.00%	5.00%	5%		
- Rosebur	g 5.00%	5.00%			
- Veneta	5.00%	5.00%	5%		
- Wilsonvi	lle 7.00%	7.00%			
Pennsylvania	5.25%	5.25%	5.25%		
Rhode Island	2.32%	2.32%	5%		
South Carolina (applicable jurisdictions)	1.00%		1%		
South Dakota			4.00%		
Texas	0.70%	0.70%	0.70%	0.70%	
Notes:	•				
*	includes texting and	other such tv	vo-way data		

GP-4.1.4. Property Tax Allotment

Section Effective Date: 25-Sep-2020

The Property Tax Allotment charge is an undiscountable monthly charge. The Property Tax Allotment charge is equal to Customer's total net charges for interstate and international Basic Telecommunications Services and Interconnected VoIP Services, multiplied by 5.30%, except that AT&T Mobile Services are assessed a Property Tax Allotment surcharge in the amount of \$0.20-\$0.45 (currently \$0.31) per Number or, in the case of Numbers in Puerto Rico, a charge of up to \$1.00 (currently \$0.20) per Number that denominated CRIM surcharge.

Applicability of Section

 Does not apply to ACC Business Dedicated Internet, AccessMyLAN from AT&T, Actsoft® from AT&T, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, Associate PLEDGE from AT&T, AT&T Advanced Exchange with Extended

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Warranty, AT&T Advanced Recovery Services, AT&T Alaska Internet Service (AIS), AT&T Asset Management for Shipping Containers, AT&T Asset Management -Operations Center, AT&T Authentication and Verification Service, AT&T Business in a Box® as sold by ACC Business, AT&T Business in a Box® Service, AT&T Business Internet Service, AT&T Business Messaging, AT&T Contact Management Services (CMS), AT&T Content Delivery Network (AT&T CDN) Service, AT&T DataFlow Service, AT&T Data Patterns for Visitors, AT&T Dedicated Internet (ADI), AT&T Detect and Connect Solutions™ Commerce Connect Services, AT&T Dual-Mode Mobile Voice. AT&T Enhanced Push-to-Talk, AT&T Enhanced Transport Service, AT&T Enhanced Virtual Private Network Services, AT&T Enterprise Hosting Service, AT&T Enterprise Recovery Service. AT&T Enterprise Routing Service - Cisco Version, AT&T Equipment and Machinery Solutions, AT&T Ethernet and Wavelength Service, AT&T Fleet Complete® - Asset Tracker, AT&T Fleet Complete® - Dispatch, AT&T Fleet Complete® - Fleet Tracker, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise). AT&T Fleet Manager, AT&T FlexWare, AT&T Flow Designer, AT&T Global IP Voice Service, AT&T Global Mobile Management, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite, AT&T Global Video Service, AT&T Hosted Outbound Calling Card (AHOCS, AT&T Internet Aggregation Service, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T IP Toll-Free 360 (IPTF360) Service, AT&T Landline Texting, AT&T Local Private Line Service (Puerto Rico), AT&T Maintenance Solutions (AMS). AT&T Managed In-Building Solution, AT&T Managed Security Services, AT&T Message Archiving, AT&T Mobile Forms, AT&T Mobile Security, AT&T Multi-access Edge Computing, AT&T Near Field Communications Connect Services, AT&T Network Aggregation Service, AT&T Network Deployment Service, AT&T Network Integration International Private Line, AT&T North American Voice Services, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Private Video Management Service, AT&T Public Safety Solutions, AT&T Remote Mobility Zone, AT&T SD-WAN - Static Extended Country Reach, AT&T SD-WAN - Static Network Based, AT&T SD-WAN - Static Over The Top, AT&T SD-WAN with Cisco, AT&T ShoreTel Mobility Router, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Cities Structure Monitoring, AT&T \$mart Grid Operational Data Management, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T Switched Ethernet Service (Puerto Rico), AT&T Switched EthernetSM Service Third-Party Access (3PA), AT&T Venue Analytics, AT&T VNO (Internet) Service, AT&T Voice Maintenance Solutions, AT&T VPN Service, AT&T Web Hosting Service, AT&T Wi-Fi Services, AT&T Work Data, AT&T Workforce Manager, bigtincan hub from AT&T, Blackberry® UEM, Box from AT&T, CalAmp V-Series ELD Solution, Courier Complete® from AT&T, Cybersecurity Consulting, Cybersecurity Rating, Eyewitness from AT&T, FirstNet Pushto-Talk, Good Solutions from AT&T, Hybrid Cloud Solutions, IoT Enhanced Support Services, AT&T Mobile Call Recording, M2X Data Service, Micron IoT Devices, Mobile Applications for Business - Industry Specific Solutions, MobileIron Basic Connected Cloud from AT&T, MobileIron Connected Cloud from AT&T, MobileIron Core, MobileIron Hosted from AT&T, MobileIron VSP from AT&T - Managed Hosted Mobile Device Management (MDM) Solution, NetMotion Software, Norton™ Security for Professionals, pdvConnect, Ping Asset IoT Devices, Rave Campus Messenger from AT&T, Rave Guardian from AT&T, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution.

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Sonim XPi device with AT&T IoT Service, Telenav Asset Tracker™ from AT&T, Telenav Track[™] from AT&T, Telenav Track LITE™ from AT&T, Telenav Vehicle Tracker™ from AT&T, The Archiving Platform from Smarsh, TotalMobile™ from AT&T, Virtual Telecommunications Network Service (VTNS), Xata Turnpike from AT&T, Xora StreetSmart® Workforce™ from AT&T, Xora® In-Vehicle™ from AT&T, and Xora StreetSmart® Workforce™ Locator from AT&T.

- Applies to Interconnected VoIP Services [including certain AT&T Business Voice over IP Services (BVoIP)] and AT&T Packet Services (but only in some circumstances).
- Applies to all other Services.

GP-4.1.5. Federal Regulatory Fee

Section Effective Date: 25-Sep-2020

The Federal Regulatory Fee is an undiscountable monthly charge to recover amounts paid to the federal government for regulatory costs and telecommunications services for the hearing impaired, and costs associated with local number portability administration. For bills dated on or after September 1, 2018, the Federal Regulatory Fee is equal to Customer's total net charges for interstate and international charges for Basic Telecommunications Services and Interconnected VoIP Services after application of all applicable discounts and credits, multiplied by 6.38%.

Applicability of Section

- Does not apply to AccessMyLAN from AT&T, AT&T Asset Management Operations Center, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T DataFlow Service, AT&T Data Patterns for Visitors, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T Flow Designer, AT&T Global IP Voice Service, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite. AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM. AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T IP Toll-Free 360 (IPTF360) Service, AT&T Local Private Line Service (Puerto Rico), AT&T Managed In-Building Solution, AT&T Multi-access Edge Computing, AT&T Network Aggregation Service. AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T SD-WAN with Cisco, AT&T SD-WAN - Static Extended Country Reach, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Cities Structure Monitoring, AT&T Software Defined Solutions, AT&T Switched Ethernet Service (Puerto Rico), AT&T Workforce Manager, Blackberry® UEM, CalAmp V-Series ELD Solution, Cybersecurity Consulting, Cybersecurity Rating, IoT Enhanced Support Services, M2X Data Service, Micron IoT Devices, Mobile Applications for Business -Industry Specific Solutions, Mobile Call Recording, Norton™ Security for Professionals, Ping Asset IoT Devices, Sercomm SM-ATK02 Asset Tracker Solution, Sonim XPi device with AT&T loT Service, and Virtual Telecommunications Network Service (VTNS).
- Applies to all other Services providing either Basic Telecommunications Services or Interconnected VoIP Services.

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GP-4.1.6. Carrier Line Charge

Section Effective Date: 25-Sep-2020

The Carrier Line Charge is a monthly recurring charge that cannot be discounted and is applied for each outbound long distance switched access line, as provided in Rate Table CLC-GP. The line status determination is based on available AT&T and/or LEC-provided information. If AT&T cannot determine the line status based on available AT&T and/or LEC-provided information, the multi-line charge applies. Carrier Line Charge applies to all services including outbound long distance voice service capabilities, except those to which Carrier Line Assessment applies.

Applicability of Section

Does not apply to 56 or 64 Kbps Switched Digital Service, ACC Business Services, AccessMvLAN from AT&T, ACCU-Ring Network Access Service, Actsoft® from AT&T. Alascom Internet Service (AIS). All in One. AirWatch Hosted MDM from AT&T. AirWatch On-Premises MDM from AT&T, Associate PLEDGE from AT&T, AT&T Advanced Exchange with Extended Warranty, AT&T Asset Management for Shipping Containers. AT&T Asset Management - Operations Center, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T DataFlow Service, AT&T Data Patterns for Visitors, AT&T Dedicated Ethernet (TCAL), AT&T Dedicated Internet (ADI), AT&T Detect and Connect Solutions™ Commerce Connect Services, AT&T Enhanced Push-to-Talk. AT&T Equipment and Machinery Solutions, AT&T Fleet Complete® - Asset Tracker, AT&T Fleet Complete® - Dispatch, AT&T Fleet Complete® - Fleet Tracker, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T Flow Designer, AT&T Global Inbound Service, AT&T Global IP Voice Service, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite, AT&T Internet Aggregation Service, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T IP Toll-Free 360 (IPTF360) Service, AT&T Landline Texting, AT&T Local Private Line Service (Puerto Rico), AT&T Managed In-Building Solution, AT&T Message Archiving, AT&T MetroCell, AT&T Mobile Device Management, AT&T Mobile Forms, AT&T Mobile Security, AT&T Mobile-access Edge Computing, AT&T Near Field Communications Connect Services, AT&T Network Aggregation Service, AT&T Network Integration International Private Line, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T SD-WAN with Cisco, AT&T SD-WAN - Static Extended Country Reach, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CityIQ™. AT&T Smart Cities Structure Monitoring, AT&T Smart Grid Operational Data Management, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T Switched Ethernet Service (TCAL), AT&T Switched Ethernet Service (Puerto Rico), AT&T Switched EthernetSM Service Third-Party Access (3PA), AT&T Venue Analytics, AT&T VoicePort Service, AT&T VPN Service, AT&T Wi-Fi Services, AT&T Work, AT&T Workforce Manager, Bandwidth Services, bigtincan hub from AT&T, Blackberry® UEM, Box from AT&T, Business Voice over IP Services (BVoIP), CalAmp V-Series ELD Solution, Clear Advantage, Commercial Long Distance, Contact Management Services (CMS), Courier Complete® from AT&T, Custom Net, Custom Net Option I - VI, Cybersecurity Consulting, Cybersecurity Rating, Distributed Network Services, Eyewitness from AT&T, FirstNet Push-to-Talk, GICS, Good Solutions from AT&T, IBM MaaS360, IoT Enhanced Support Services, Micron IoT Devices, Mobile

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Applications for Business - Industry Specific Solutions, Mobile Call Recording, MobileIron Basic Connected Cloud from AT&T, M2X Data Service, MobileIron Cloud, MobileIron Connected Cloud from AT&T, MobileIron Core, MobileIron Hosted from AT&T, MobileIron VSP from AT&T - Managed Hosted Mobile Device Management (MDM) Solution, North American Voice Services (NAVS), Norton™ Security for Professionals, Oahu Telephone Service, Option S/Model T, Packet Services, pdvConnect, Ping Asset IoT Devices, ProWats Plan Q, Rave Campus Messenger from AT&T, Rave Guardian from AT&T, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution, Small Business Option, Simply Better, Simply Better Flex, Sonim XPi device with AT&T IoT Service, Telenav Asset Tracker™ from AT&T, Telenav Track LITE™ from AT&T, Telenav Vehicle Tracker™ from AT&T, The Archiving Platform from Smarsh, TotalMobile™ from AT&T, Xata Turnpike from AT&T and Xora® In-Vehicle™ from AT&T.

Applies to all other outbound long distance switched access line services.

Cross References

GP-4.2.1. Carrier Line Assessment

GP-4.1.6.1. Rate Table CLC-GP: Carrier Line Charge

Section Effective Date: 01-Jul-2015

Rate Table CLC-GP: Carrier Line Charge Line Status Carrier Line Charge					
Single-line	\$0.00				
Multi-line	\$0.47				
Centrex Line	\$0.04				
BRI Line	\$0.00				
Switched Access PRI Line	\$0.00				

GP-4.1.7. Payphone Use Charge

Section Effective Date: 20-Jul-2013

An undiscountable Payphone Use Charge shall apply to each coinless call that AT&T identifies as placed from a domestic payphone, either to a Customer Toll-Free Number or by Customer or a User to an access code.

Payphone Use Charge \$0	0.56 per call
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If a LEC provides the billing function on behalf of AT&T, the Public Payphone Surcharge will apply as provided in the AT&T Consumer Service Guide (http://serviceguide.att.com/ACS/ext/od.cfm?OID=18383), in lieu of this Payphone Use Charge.

Applicability of Section

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 Applies to all Services which enable coinless calling capabilities from a payphone to a Customer Toll-Free Number or by Customer or a User to an access code.

GP-4.1.8. Alaska Wholesale Service Element Charges

Section Effective Date: 20-Nov-2009

Pursuant to Division J, Section 112(a) of the Consolidated Appropriations Act of 2005 (Public Law No: 108-447), (a) the rates in effect on November 15, 2004, under AT&T Alaska Tariff F.C.C. No. 11 (reduced three percent annually starting January 1, 2006) shall apply beginning January 22, 2005 through December 31, 2009, to the sale and purchase of interstate switched wholesale service elements offered by any provider originating or terminating anywhere in Alaska, and (b) Customer may not purchase such service elements in the same contract with services other than those that originate or terminate in Alaska, if such service elements in the contract represent more than five percent of the contract's total value.

Service provided under the AT&T Service Guide is not designed to be used as an interstate switched wholesale service element for calls to or from Alaska. Customer must inform AT&T of its intention to use service provided under the AT&T Service Guide in such a manner in writing in advance of beginning such use. If Customer uses service provided under the AT&T Service Guide as an interstate switched wholesale service element for such calls:

- AT&T may rate all calls using Locations, except to the extent Satisfaction that particular calls are to or from Alaska Non-Bush Locations. (Bush and Non-Bush Location are as defined in AT&T Alaska Tariff F.C.C. No. 11).
- AT&T may require Customer to purchase AT&T Alaska Common Carrier Service for the portion of the call between the AT&T Network in the Continental United States and the Local Exchange Carrier in Alaska in lieu of the service provided under the AT&T Service Guide.

Applicability of Section

Applies to all Services providing interstate switched wholesale service elements originating or terminating in Alaska.

GP-4.1.9. State Universal Service and Regulatory Fees

Section Effective Date: 25-Sep-2020

When a state, state agency or political subdivision of the state imposes a regulatory fee or assessment SUCH AS, BUT NOT LIMITED TO, STATE UNIVERSAL SERVICE, 911 OR PUBLIC UTILITY FEE on AT&T services in connection with the services provided to Customer, the amounts of such fees or assessments will be billed to Customers in such a taxing jurisdiction BASED ON PLACE OF PRIMARY USE. When a state, state agency or political subdivision of the state imposes upon AT&T the obligation to bill and collect a regulatory fee or assessment SUCH AS, BUT NOT LIMITED TO, STATE UNIVERSAL SERVICE, 911 OR PUBLIC UTILITY FEE from Customer in connection with the services provided to Customer by AT&T, the amounts of such fees or assessments will be billed to Customers in such a taxing jurisdiction BASED ON PLACE OF PRIMARY USE.

Applicability of Section

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- Does not apply to 56 or 64 Kbps Switched Digital Service, AccessMyLAN from AT&T. AT&T Asset Management - Operations Center, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T DataFlow Service, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T Flow Designer, AT&T Global Inbound Service, AT&T Global IP Voice Service, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect). AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T Managed In-Building Solution, AT&T Multi-access Edge Computing, AT&T Network Aggregation Service, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T SD-WAN with Cisco, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Cities Structure Monitoring, AT&T Software Defined Solutions, AT&T Voice Port Service. AT&T Workforce Manager, Blackberry® UEM, CalAmp V-Series ELD Solution. Cybersecurity Consulting, Cybersecurity Rating, FirstNet Push-to-Talk, IoT Enhanced Support Services, M2X Data Service, Micron IoT Devices, Mobile Applications for Business - Industry Specific Solutions, Mobile Call Recording, Norton™ Security for Professionals, Ping Asset IoT Devices, Sercomm SM-ATK02 Asset Tracker Solution. and Sonim XPi device with AT&T IoT Service.
- Applies to all other Services where the relevant taxing jurisdiction imposes the obligation to collect such charges.

GP-4.2. Miscellaneous Charges

GP-4.2.1. Carrier Line Assessment

Section Effective Date: 17-May-2017

The Carrier Line Assessment is a monthly recurring charge that cannot be discounted and is applied for each outbound long distance switched access line, as provided in Rate Table GP-CLA. The line status determination is based on available AT&T and/or LEC-provided information. If AT&T cannot determine the line status based on available AT&T and/or LEC-provided information, the multi-line charge applies

Applicability of Section

- Applies to 56 or 64 Kbps Switched Digital Service, All in One, Commercial Long Distance, Clear Advantage, Custom Net, Custom Net Option I - VI, Distributed Network Services, GICS, Oahu Telephone Service, Option S/Model T, ProWats Plan Q, Small Business Option, Simply Better, Simply Better Flex, The Archiving Platform from Smarsh, and all ACC Business Services.
- Does not apply to all other Services.

Cross References

GP-4.1.6. Carrier Line Charge

The AT&T Business Service Guide is subject to change by AT&T from time to time. See http://serviceguidenew.att.com for current version.

GP-4.2.1.1. Rate Table GP-CLA: Carrier Line Assessment

Section Effective Date: 01-Apr-2011

Rate Table GP-CLA: C	arrier Line Assessment
Line Status	Carrier Line Assessment
Single-line	\$4.95
Multi-line	\$4.95
Centrex Line	\$0.10
BRI Line	\$0.00
Switched Access PRI Line	\$0.00

GP-4.2.2. Administrative Expense Fee

Section Effective Date: 22-Sep-2020

The Administrative Expense Fee is an undiscountable monthly charge, applied subject to billing availability. For bills dated on or after September 1, 2016, the Administrative Expense Fee is equal to Customer's total net UCC-Applicable Charges multiplied by 1.36%.

The Administrative Expense Fee recovers a portion of AT&T's internal costs associated with the Federal Communications Commission's Universal Service Fund and related programs. Prior to April 1, 2003 these internal costs were recovered as part of AT&T's Universal Connectivity Charge ("UCC").

AT&T will waive the Administrative Expense Fee to the same extent that Customer meets the requirements for waiver of the Universal Connectivity Charge.

Applicability of Section

providing Interconnected VoIP all Services Services or Telecommunications Services, except 56 or 64 Kbps Switched Digital Service, AccessMyLAN from AT&T, AT&T Authentication and Verification Service, AT&T DataFlow Service, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Global Security Gateway, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect). AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT Smart Analytics, AT&T IP Toll-Free 360 (IPTF360) Service, AT&T Local Private Line Service (Puerto Rico), AT&T Managed In-Building Solution, AT&T Multi-access Edge Computing, AT&T Public Safety Solutions, AT&T SD-WAN with Cisco, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Cities Structure Monitoring, AT&T Software Defined Solutions, AT&T Switched Ethernet Service (Puerto Rico), Blackberry® UEM, CalAmp V-Series ELD Solution, IoT Enhanced Support Services, Micron IoT Devices. Norton™ Security for Professionals, Ping Asset loT Devices, Sercomm SM-ATK02 Asset Tracker Solution, and Sonim XPi device with AT&T loT Service.

Cross References

GP-4.1.1. Universal Connectivity Charge

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GP-4.2.3. Unauthorized Carrier Change Charge

Section Effective Date: 17-Nov-2011

If (a) AT&T receives a complaint that Customer (or a telecommunications carrier on whose behalf Customer has acted) has caused a change in a telecommunications subscriber's preferred carrier without prior valid authorization, (b) Customer has submitted an order to change the subscriber's preferred carrier, and (c) Customer fails to provide adequate proof of authorization for that carrier change within fifteen days after AT&T makes a written request therefore, then Customer will be required to pay an Unauthorized Carrier Change Charge of \$145.00 for each such PIC change order. The Unauthorized Carrier Change Charge applies for each unauthorized order, per billed telephone number.

Applicability of Section

Applies to all Services subject to 47 CFR 64.1120.

GP-4.2.4. Return Check Fee

Section Effective Date: 25-Sep-2020

A Return Check Fee may be applied to Customer's bill for each occasion that a check, bank draft, or an electronic funds transfer item is returned for the reason of insufficient funds or no account.

Check Return Fee, per occasion \$25.00

Applicability of Section

- Does not apply to AT&T Global Inbound Service, AT&T Global IP Voice Service, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T SD-WAN Static Extended Country Reach, AT&T Smart Grid Solutions Prepay Energy, AT&T VoicePort Service, IoT Enhanced Support Services, Micron IoT Devices, Norton™ Security for Professionals, Ping Asset IoT Devices, and Sercomm SM-ATK02 Asset Tracker Solution.
- Applies to some but not all Contact Management Services (i.e. applies to Interactive Voice Services but not to Voice Tone).
- Applies to all other Services.

GP-4.2.5. Duplicate Bill Charge

Section Effective Date: 25-Sep-2020

Subject to Company retention policies, availability of the bill(s), and ability of the Company to retrieve the bill(s), a Customer may request a paper copy of their bill(s). Subject to billing system or other limitations, a Duplicate Bill Charge may apply upon a Customer's request for duplicate copies of its billing statement(s) in accordance with the charges specified following, unless stipulated differently in the Customer's Service Agreement. This service will be available where billing and technology exist.

The Duplicate Bill Charge, as specified above, will not be applied in the following instances:

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- When a Customer is currently subscribing to a service to receive additional copies of its billing statements;
- When Customers request a copy of the bill because of non-receipt of an initial bill after new connect, transfer or change of address orders;
- When Customers have not received a bill due to Company error in the address of the bill;
- When a Customer requests a copy of the current monthly bill or final bill.

Duplicate Bill Charge, per bill copy charge (mailed via standard US mail only)			
AT&T Bandwidth Services and AT&T Packet Services	\$30.00		
All other Services	\$5.00		

Applicability of Section

- Does not apply to AT&T Conferencing Services, AT&T Business Network (ABN) Service and AT&T OneNet Service, as other duplicate bill charges apply to those Services.
- Does not apply to AccessMyLAN from AT&T, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T Content Acceleration (ACA) Service, AT&T Content Delivery Network (AT&T CDN) Service, AT&T Data Patterns for Visitors, AT&T Dedicated Ethernet (TCAL), AT&T Dual-Mode Mobile Voice, AT&T Enhanced Transport Service, AT&T Enterprise Hosting Service, AT&T Enterprise Routing Service - Cisco Version, AT&T Global IP Voice Service, AT&T Global Smart Messaging Suite, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T Maintenance Solutions (AMS), AT&T Multi-access Edge Computing, AT&T Network Integration International Private Line, AT&T Private Video Management Service, AT&T SD-WAN - Static Extended Country Reach, AT&T Smart Grid Solutions -Prepay Energy, AT&T ShoreTel Mobility Router, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T Switched Ethernet Service (TCAL), AT&T Voice Maintenance Solutions, AT&T Web Hosting Service, Blackberry® UEM, Box from AT&T, CalAmp V-Series ELD Solution, Cybersecurity Consulting, Cybersecurity Rating, Hybrid Cloud Solutions, FirstNet Push-to-Talk, IoT Enhanced Support Services, Micron loT Devices, Ping Asset loT Devices, Sercomm SM-ATK02 Asset Tracker Solution, Sonim XPi device with AT&T loT Service, and Virtual Telecommunications Network Service (VTNS).
- Applies to all other services.

GP-4.2.6. Restoration of Service Fee

Section Effective Date: 25-Sep-2020

Where allowed by law, AT&T may implement a \$25.00 service fee for restoration of service where delinquency has caused an interruption. This fee will be applicable to each Customer account per billing address that is being restored and will be included on the Customer's monthly billing statement.

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- Does not apply to AccessMyLAN from AT&T, ACCU-Ring Network Access Service. AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T Conferencing Services, AT&T Conferencing with BlueJeans, AT&T Data Patterns for Visitors, AT&T Dedicated Ethernet (TCAL), AT&T Detect and Connect Solutions™ Commerce Connect Services, AT&T Dual-Mode Mobile Voice, AT&T Enhanced Transport Service, AT&T Enterprise Routing Service - Cisco Version, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T Flow Designer, AT&T Global Inbound Service, AT&T Global IP Voice Service, AT&T Global Mobile Management, AT&T Global Smart Messaging Suite, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit. AT&T Landline Texting, AT&T Local Private Line Service (Puerto Rico), AT&T Maintenance Solutions (AMS), AT&T Messaging Toolkit, AT&T Messaging Toolkit -Minimum Commitment Plans, AT&T Multi-access Edge Computing, AT&T Near Field Communications Connect Services, AT&T Office@Hand, AT&T Office@Hand (v2.0). AT&T SD-WAN - Static Extended Country Reach, AT&T ShoreTel Mobility Router, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T Switched Ethernet Service (TCAL), AT&T Switched Ethernet Service (Puerto Rico). AT&T Switched EthernetSM Service Third-Party Access (3PA), AT&T VNO (Internet) Service, AT&T VoicePort Service, AT&T Voice Maintenance Solutions, AT&T Wi-Fi Services, AT&T Work, AT&T Workforce Manager, bigtincan hub from AT&T. Blackberry® UEM, Box from AT&T, CalAmp V-Series ELD Solution, Cybersecurity Consulting, Cybersecurity Rating, FirstNet Push-to-Talk, IoT Enhanced Support Services, M2X Data Service, Micron IoT Devices, Mobile Applications for Business -Industry Specific Solutions, Norton™ Security for Professionals, Ping Asset IoT Devices, and Sercomm SM-ATK02 Asset Tracker Solution.
- Applies to all other Services.

GP-4.2.7. Access Arbitrage Fee

Section Effective Date: 25-Sep-2020

The Access Arbitrage Fee applies if Customer engages in Access Arbitrage. The Access Arbitrage Fee is \$0.05 for each minute of use of long distance service for High Cost Calls in excess of 7.37%.

Applicability of Section

Does not apply to AccessMyLAN from AT&T, ACCU-Ring Network Access Service, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, AT&T Asset Management for Shipping Containers, AT&T Asset Management - Operations Center, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T DataFlow, AT&T Dedicated Ethernet (TCAL), AT&T Detect and Connect Solutions™ Commerce Connect Services, AT&T Equipment and Machinery Solutions, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T Global IP Voice Service, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite, AT&T Internet Aggregation Service, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T Landline Texting, AT&T Managed In-Building Solution, AT&T Message Archiving,

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AT&T Mobile Device Management, AT&T Multi-access Edge Computing, AT&T Near Field Communications Connect Services, AT&T Network Aggregation Service, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T SD-WAN with Cisco, AT&T SD-WAN - Static Extended Country Reach, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Cities Structure Monitoring, AT&T Smart Grid Operational Data Management, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T Switched Ethernet Service (TCAL), AT&T Switched EthernetSM Service Third-Party Access (3PA), AT&T VNO (Internet) Services, AT&T Wi-Fi Services, AT&T Work, AT&T Workforce Manager, Blackberry® UEM, Box from AT&T, CalAmp V-Series ELD Solution, Cybersecurity Consulting, Cybersecurity Rating, FirstNet Push-to-Talk, IBM MaaS360. IoT Enhanced Support Services, Micron IoT Devices, Mobile Applications for Business -Industry Specific Solutions, Mobile Call Recording, MobileIron Basic Connected Cloud from AT&T, Mobilelron Cloud, Mobilelron Connected Cloud from AT&T, Mobilelron Core. MobileIron Hosted from AT&T, MobileIron VSP from AT&T - Managed Hosted Mobile Device Management (MDM) Solution, Norton™ Security for Professionals, Ping Asset loT Devices, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution, Sonim XPi device with AT&T loT Service, and The Archiving Platform from Smarsh.

Applies to all other Services.

Cross References

GP-10.6. Access Arbitrage

GP-4.2.8. Federal Access Recovery Fee (FARF)

Section Effective Date: 01-Jan-2019

The Federal Access Recovery Fee (FARF) is an undiscountable monthly charge that is intended to recover, on an aggregate basis over time, the regulatory fees that the Local Exchange Carriers (LECs) assess on AT&T in connection with obtaining the local access component. The FARF is equal to 2.4% of the monthly price of the local access component AT&T charges its Customers when the local access component is integrated into AT&T Dedicated Internet (ADI) including with MPLS Private Network Transport (MPLS PNT), or the Internet service component of certain bundled offers (e.g., AT&T Fiber Broadband Bundle, ABN Express VPN Value Bundle, AT&T Ethernet Value Bundle, and AT&T SD-WAN - Static Over The Top). The FARF percentage is subject to change at any time.

Applicability of Section

 Applies to local access component of ADI (including with MPLS PNT), certain bundled offers which include Internet service (such as AT&T Fiber Broadband Bundle, ABN Express VPN Value Bundle, and AT&T Ethernet Value Bundle), and AT&T SD-WAN -Static Over The Top.

GP-4.2.9. Administrative Fee

Section Effective Date: 25-Sep-2020

The Administrative Fee helps defray certain expenses AT&T incurs, including but not limited to: (a) charges AT&T or its agents pay to interconnect with other carriers to deliver calls from AT&T customers to their customers; and (b) charges associated with cell site rents and maintenance.

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Applicability of Section

- Does not apply to AccessMvLAN from AT&T. AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T DataFlow, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T Global IP Voice Service, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite, AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T IP Toll-Free 360 (IPTF360) Service, AT&T Landline Texting, AT&T Managed In-Building Solution, AT&T Message Archiving, AT&T Multi-access Edge Computing, AT&T Network Aggregation Service, AT&T Public Safety Solutions, AT&T SD-WAN with Cisco, AT&T Software Defined Solutions, AT&T Switched EthernetSM Service Third-Party Access (3PA), AT&T Venue Analytics, AT&T Workforce Manager. Blackberry® UEM. CalAmp V-Series ELD Solution, Cybersecurity Consulting, Cybersecurity Rating, FirstNet Push-to-Talk, IoT Enhanced Support Services, Micron IoT Devices, Mobile Applications for Business - Industry Specific Solutions, Norton™ Security for Professionals, Pind Asset IoT Devices, Sercomm SM-ATK02 Asset Tracker Solution, Sonim XPi device with AT&T IoT Service, and The Archiving Platform from Smarsh.
- Applies to all other AT&T Mobile Services.

GP-5. Service Availability

Section Effective Date: 31-Aug-2020

Service is provided subject to availability of suitable Service Components. AT&T will determine which Service Components shall be used and may make modifications to Service Components at its option. Communications to or from a foreign country or area, or routed through a foreign country or area, may be subject to restrictions as may be enforced from time to time by the authorities in that country or area.

Unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing a service to customers upon twelve (12) months written notice, or a Service Component upon one hundred and twenty (120) days written notice.

Applicability of Section

• Does not apply to AccessMyLAN from AT&T, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, AT&T Business Messaging, AT&T Dual-Mode Mobile Voice, AT&T Enhanced Transport Service, AT&T Global IP Voice Service, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Managed In-Building Solution, AT&T Maintenance Solutions, AT&T MetroCell, AT&T Mobile Device Management, AT&T Mobile Enterprise Applications Platform (MEAP), AT&T Mobile Enterprise Applications Platform (MEAP) – Managed Solution, AT&T Multi-access Edge Computing, AT&T Network Aggregation Service, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T ShoreTel Mobility Router, AT&T Smart Grid Solutions – Prepay Energy, AT&T Voice Maintenance Solutions, AT&T Work, Blackberry® UEM, CalAmp V-Series ELD Solution, Good Solutions from AT&T, IBM MaaS360, loT Enhanced Support Services, Micron loT Devices, Mobile Applications for Business - Industry Specific Solutions, MobileIron Basic Connected Cloud from AT&T, MobileIron Cloud, MobileIron Connected Cloud from AT&T, MobileIron Core, Ping Asset loT Devices, and Samsung Knox.

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Applies to all other Services.

GP-5.1. Withdrawal of Service Matrix

Section Effective Date: 01-Jun-2020

Many Service Components provided by AT&T under this Service Guide are expected to evolve into or be replaced by more technologically advanced services from AT&T ("Eligible Replacement Services") over time as part of the AT&T's network modernization initiatives.

The table below identifies Services/Service Components ("Affected Services") which AT&T plans to withdraw from the marketplace, upon notification to Customers as provided in the Service Availability section of these General Provisions or in the Customer's Service Agreement, along with the corresponding Eligible Replacement Services. AT&T may make changes to the Withdrawal of Service Matrix from time to time.

	Withdrawal of Service Matrix		
Service Guide/Service Category	Applicable Services/Service Components (Affected Services)	Eligible Replacement Services	
ACCU-Ring Network Access Service	All services associated with ACCU Ring Network Access Service	- AT&T Bandwidth Services – Ethernet Access Channel – Dedicated and AT&T Ultravailable® Network Services	
AT&T Alaska Internet Service	All services associated with AT&T Alaska Internet Service	AT&T Dedicated Internet (ADI) with AT&T OPT-E-WAN® Virtual Private LAN Service (VPLS) only at the following locations: Anchorage, Fairbanks, and Juneau AT&T Dedicated Internet (ADI) with AT&T Ethernet WAN Alaska Service and/or AT&T Bandwidth Services	

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Withdrawal of Service Matrix		
Service Guide/Service Category	Applicable Services/Service Components (Affected Services)	Eligible Replacement Services
AT&T Bandwidth Services	The following Bandwidth Services except for those identified as Eligible Replacement Services: All IOCs (including without limitation DS0, FT1, T1, T3, OC-3, OC-12, OC-48, Ethernet IOCs less than 600 Mbps), All Access Channels (including, without limitation, DS0 (GDA), DS0 (DDLC1 or DDLC2), Voice Grade, T1, T3, OC-3, OC-12 and OC-48), and All other services (including, without limitation, International Half-Channel, International Full-Channel, International Country-to-Country Service Channels, International End-to-End Service Channel and Non-US Access).	AT&T OPT-E-WAN® Service AT&T VPN Service Bandwidth Services: Ethernet Access Channels, International Ethernet Half- Channel, International Ethernet Full-Channel, International Ethernet End-to-End Service Channel and Non-US Access associated with International Ethernet Channels and Service Channels Ethernet IOCs at 600 Mbps or higher, and Wavelength Services [includes OC-48 IOC and OC-48 Access Channel with Dense Wavelength Division Multiplexing (DWDM) Interface, OC-192 IOC and OC-192 Access Channel]
AT&T Business Internet Service	Remote Access Dial Feature	Wi-Fi Access Feature
AT&T Business Network Service	See entries for AT&T Bandwidth Services in this matrix. See entries for AT&T Dedicated Internet in this matrix. See entries for Local Exchange Services in this matrix. Long Distance Voice and Features International Voice and Features Calling Cards ISDN PRI 56 kbps AT&T Toll-Free Megacom Service AT&T Toll-Free Readyline Service AT&T Direct Toll-Free Service Toll Free Standard Features Toll Free Advanced Features	See entries for AT&T Bandwidth Services in this matrix. See entries for AT&T Dedicated Internet in this matrix. AT&T Business Voice over IP (BVoIP) Service, and qualifying AT&T Mobility Service
AT&T Conferencing Services	AT&T Executive, Event and Event Deluxe and Premium TeleConference Service	AT&T Global Conference Service II Option

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Withdrawal of Service Matrix		
Service Guide/Service Category	Applicable Services/Service Components (Affected Services)	Eligible Replacement Services
	AT&T Connect® - Enterprise Edition AT&T Connect® - Integrated Edition	AT&T Conferencing with Cisco WebEx
AT&T Dedicated Internet (ADI)	All port speeds and Components associated with the following speeds: T1, E1, DS3, E3, OC-3, OC-12, and	AT&T Dedicated Internet (ADI)
AT&T Local Private Line Service (TCG)	DS0, DS1 and DS3	No Eligible Replacement Services at this time.
	OC-3, OC-12 and OC-48 Ethernet Private Line Service - Metropolitan Area Network (EPLS-MAN)	OC-48 and OC-192 Wavelength Services Local Private Line
AT&T OneNet Service	AT&T SDN See entries for Local Exchange Services in this matrix. OneNet Services: Long Distance Voice and Features International Voice and Features Calling Cards ISDN PRI 56 kbps AT&T Toll-Free Megacom Service AT&T Toll-Free Readyline Service AT&T Direct Toll-Free Service Toll Free Standard Features Toll Free Advanced Features SDN Teleconferencing Service	AT&T IP Flexible Reach, AT&T Toll-Free Service, AT&T Voice DNA® - Enterprise, qualifying AT&T Mobility Service, and AT&T Global Conference Service II Option
AT&T Packet Services	Frame Relay Service (FRS) and ATM (Asynchronous Transfer Mode) Service	AT&T VPN Service, AT&T VPN Express Service, ABN Express Bundle, ABN Express VPN Value Bundle, Ethernet Value Bundle, and Fiber Broadband Express.
AT&T SD-WAN – Static Network Based (fka AT&T Network-Based IP VPN Remote Access (ANIRA))	Dial Access	Broadband access

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AT&T Service Guide: General Provisions & Glossary

Withdrawal of Service Matrix		
Service Guide/Service Category	Applicable Services/Service Components (Affected Services)	Eligible Replacement Services
AT&T SD-WAN – Static Over The Top (fka AT&T Virtual Private Network Tunneling Services (AVTS))	Dial Access	Broadband access
AT&T Toll-Free Directory Assistance Service	AT&T Toll-Free Directory Assistance Service	Phone Directory, Internet, Caller Paid Local and National Directory Assistance Service
AT&T Video Gateway Service	AT&T Video Gateway Service and all Service Components	AT&T Video Meetings with Blue Jeans
AT&T Worldwide Calling Card	Calling Cards	Qualifying AT&T Mobility Service
Local Exchange Services	All services associated with AT&T Business Network Service, AT&T One-Net Service and Prime Services.	AT&T IP Flexible Reach, AT&T Collaborate TM , and AT&T Phone for Business.
Virtual Telecommunications Network Service (VTNS)	Outbound Calling Capabilities and Features Inbound Calling Capabilities and Features VTNS Executive Event and Event Deluxe, Premier Teleconference Services Switched Digital Capabilities VTNS Global Inbound Service Ports (MRP & II, MP's) Customer-Specific Non Ports (CSNPL's) Basic International Arrangement Access Components Network Components Data Transmission Capability (DTC) Voice Transmission Capability (VTC) Authorization Codes Calling Cards	AT&T IP Flexible Reach, AT&T Toll-Free Service, AT&T Voice DNA® - Enterprise, qualifying AT&T Mobility Service, AT&T VPN Service, AT&T Global Conference Service II Option, and AT&T Dedicated Internet

Applicability of Section

Applies to all Services/Service Components listed in the Withdrawal of Service Matrix.

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GP-6. Changes in Service Names and Terminology

Section Effective Date: 14-Aug-2020

From time to time, AT&T may change the names of services, Service Capabilities, or Service Components, or other terminology. The old terminology may remain in use for some time after such changes (in contract documents and billing records, for example). The following table provides a listing of current terminology, and the old terminology:

Table of Changed Terminology		
Current Terminology	Old Terminology	Notes
Non-US Enterprise PVC	AT&T IP Enabled Frame Relay-International (IPFR-I) Service (previously known as AT&T Private IP VPN International Service)	<frs></frs>
US Domestic PVC	Domestic PVC	<aps></aps>
US Domestic Port	Domestic Port	<aps></aps>
Local PVC	Regional PVC Interstate/IntraLATA PVC	<frs></frs>
Bilateral PVC	Global PVC	<aps></aps>
Bilateral PVC	Canada PVC	<aps></aps>
Hi Cap Flex Billing	Flexible Bandwidth Billing	<abn> <adi></adi></abn>
AT&T High Speed Internet - Enterprise (HSIA-E)	AT&T Business DSL Internet Service (DSL)	<dsl></dsl>
AT&T Dedicated Internet (ADI) as sold by ACC Business (formerly known as ACC Business Managed Internet Service)	ACC Business Managed Internet Service	<acc></acc>
AT&T Dedicated Internet (ADI)	AT&T Managed Internet Service (MIS)	<adi></adi>
AT&T Bandwidth Manager [Customer Managed Option (CMO) and Reserved Bandwidth Option (RBO)]	Customer Managed Option (CMO) and Reserved Bandwidth Option (RBO) formerly known as ACCUNET Reserved Digital Service (ARDS)	<bws></bws>
AT&T POP	AT&T Central Office	<bws></bws>
AT&T SD-WAN - Static Network Based	AT&T Network-Based IP VPN Remote Access (ANIRA)	<anira></anira>
AT&T SD-WAN - Static Over The Top	AT&T Virtual Private Network Tunneling Services (AVTS)	(AVTS)
Customer's Site	Customer's Premises	<bws></bws>
Access Channel	Local Channel	<bws></bws>
DS0 Access Channel (GDA)	ACCUNET Generic Digital Access (AGDA) Service	<bws></bws>
DS0 Access Channel (DDLC1)	Digital Data Local Channel (DDLC) Service - (Type 1)	<bws></bws>

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	Table of Changed Terminology	
Current Terminology	Old Terminology	Notes
DS0 Access Channel (DDLC2)	Digital Data Local Channel (DDLC) Service - Type 2	<bws></bws>
VG Access Channel	Voice Grade (VG) Local Channel Service	<bws></bws>
VG Bridged Access Channel	Voice Grade (VG) Local Channel Service - Bridged	<bws></bws>
VG Inter-Bridged Access Channel	Voice Grade (VG) Local Channel Service - Inter-Bridged	<bws></bws>
T1 Access Channel	Terrestrial 1.544 Mbps (T1.5) Local Channel Service	<bws></bws>
T3 Access Channel	Terrestrial 45 Mbps (T45) Local Channel Service	<bws></bws>
E-1 Access Channel	Terrestrial 2.048 Mbps (T2.048) Local Channel Service	<bws></bws>
OC-3 Access Channel	AT&T SONET OC3 Local Channel Service (OC3 LCS)	<bws></bws>
OC-3 Access Channel	Off-Net OC3 Local Channel	<bws></bws>
OC-3 STSI Access Channel	Service-to-Service Interconnection (STSI) Local Channel (OC-3) Off-Net Service-to-Service Interconnection (STSI)Local Channel (OC-3)	<bws></bws>
OC-12 Access Channel	AT&T Private Line SONET OC12 (OC12) Local Channel Service	<bws></bws>
OC-12 Access Channel	Off-Net OC-12 Local Channel	<bws></bws>
OC-12 STSI Access Channel	Service-to-Service Interconnection (STSI) Local Channel (OC-12) Off-Net Service-to-Service Interconnection (STSI) Local Channel (OC-12)	<bws></bws>
TV Access Channel	Terrestrial Television (TV) Local Channel Service	<bws></bws>
Non-US Access Channel	AT&T International End-to-End Access Service	<bws></bws>
DS0 IOC	ACCUNET Spectrum of Digital Service - ASDS Alaska DDS Offer DATAPHONE® Digital Service (DDS) DATAPHONE® Digital Service (DDS) - Canada DATAPHONE® Digital Service (DDS) - Mexico International ACCUNET Spectrum of Digital Service - (IASDS) - Canada International ACCUNET Spectrum of Digital Service (IASDS) - Mexico (speeds 9.6 kbps, 56 kbps or 64 kbps)	<bws></bws>

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	Table of Changed Terminology	
Current Terminology	Old Terminology	Notes
Fractional T1 IOC (FT1 IOC)	ACCUNET Spectrum of Digital Service - ASDS Alaska Fractional T.15 Offer International ACCUNET Spectrum of Digital Service - (IASDS) - Canada International ACCUNET Spectrum of Digital Service (IASDS) - Mexico (speeds 128 kbps through 768 kbps)	<bws></bws>
T1 IOC	ACCUNET T1.5 Service Alaska 1.544 Mbps Offer International ACCUNET T1.5 Service -Canada International ACCUNET T1.5 Service -Mexico	<bws></bws>
Fractional T3 IC (FT3 IOC)	ACCUNET Fractional T45 (FT45) Service	<bws></bws>
T3 IOC	ACCUNET T45 Service Alaska T45 Offer International ACCUNET T45 Service - Canada International ACCUNET T45 Service - Mexico	<bws></bws>
E-1 IOC	ACCUNET 2.048 Mbps Service International ACCUNET 2.048 Mbps Service - Mexico	<bws></bws>
STM-1 IOC	International ACCUNET T155 Service - Canada International ACCUNET T155 Service - Mexico	<bws></bws>
VG IOC	Alaska Voice Grade Offer	<bws></bws>
T3 Multiplexing	T45 Multiplexing	<bws></bws>
T3 Transfer Arrangement	T45 Transfer Arrangement	<bws></bws>
T3 Premium IOC	T45 Premium Service	<bws></bws>
OC-3 Premium IOC	OC3 - Premium Service	<bws></bws>
OC-12 Premium IOC	OC12 - Premium Service	<bws></bws>
Ethernet Private Line Service - Wide Area Network (EPLS- WAN)	Interstate Dedicated Private Line Service (may also refer to other forms of Bandwidth Services, depending upon context); Dedicated LD Pt to Pt Ethernet Transport Service; Fixed Rate Ethernet Basic Service	<bws></bws>
Notes:		
<abn></abn>	See AT&T Business Network Service Guide	
<acc></acc>	See AT&T Dedicated Internet (ADI) as sold by ACC Business	
<adi></adi>	See AT&T Dedicated Internet (ADI) Service Guide	
<anira></anira>	See AT&T SD-WAN - Static Network Based	
<aps></aps>	See AT&T Packet Services Service Guide	

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AT&T Service Guide: General Provisions & Glossary

Table of Changed Terminology		
Current Terminology	Old Terminology Notes	
<avts></avts>	See AT&T SD-WAN - Static Over The Top	
<bws></bws>	See AT&T Bandwidth Services Service Guide	
<dsl></dsl>	See AT&T High Speed Internet - Enterprise (HSIA-E)	
<frs></frs>	See AT&T Packet Services Service Guide (Frame Relay Service)	

Applicability of Section

- Does not apply to AccessMvLAN from AT&T. AT&T Business Messaging, AT&T Data Patterns for Visitors, AT&T Dual-Mode Mobile Voice, AT&T Enhanced Transport Service, AT&T Enhanced Virtual Private Network Services, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T Global Inbound Service, AT&T Global IP Voice Service, AT&T Global Smart Messaging Suite, AT&T Internet Aggregation Service, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Service for FirstNet. AT&T Internet of Things Wireless Communications Communications Demo SIM, AT&T Landline Texting, AT&T Maintenance Solutions (AMS), AT&T Message Archiving, AT&T MetroCell, AT&T Multi-access Edge Computing, AT&T Network Aggregation Service, AT&T SD-WAN - Static Extended Country Reach, AT&T ShoreTel Mobility Router, AT&T Smart Grid Solutions - Prepay Energy, AT&T VoicePort Service, AT&T Voice Maintenance Solutions, AT&T Workforce Manager, Blackberry® UEM, Box from AT&T, CalAmp V-Series ELD Solution, Cybersecurity Consulting, Cybersecurity Rating, IoT Enhanced Support Services, Micron IoT Devices, Mobile Applications for Business - Industry Specific Solutions, Norton™ Security for Professionals, Ping Asset IoT Devices, Sonim XPi device with AT&T IoT Service, and The Archiving Platform from Smarsh.
- Applies to all other Services.

GP-7. Transfer or Assignment

Section Effective Date: 25-Sep-2020

Service, including any associated telephone numbers, may be transferred from Customer to another party only to the extent permitted by applicable laws, rules and regulations, and if (a) both AT&T and Customer consent to the transfer, (b) the proposed new customer satisfies the AT&T eligibility criteria for the service and any AT&T deposit conditions, and (c) both current Customer and the proposed new customer sign AT&T's specified Transfer of Service Agreement form (available to Customer through its AT&T sales representative). The AT&T Transfer of Service Agreement may require the new customer to assume all of current Customer's obligations and current Customer to remain jointly and severally liable for any obligations relating to the pre-transfer period.

Applicability of Section

 Does not apply to AccessMyLAN from AT&T, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T Conferencing Services, AT&T Conferencing with

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BlueJeans, AT&T Data Patterns for Visitors, AT&T Dual-Mode Mobile Voice, AT&T Enhanced Transport Service, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise). AT&T Fleet Manager. AT&T Global IP Voice Service. AT&T Global Mobile Management, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T Maintenance Solutions (AMS), AT&T Managed In-Building Solution, AT&T Managed Security Services, AT&T Messaging Toolkit, AT&T Messaging Toolkit - Minimum Commitment Plans, AT&T MetroCell, AT&T Mobile Device Management, AT&T Mobile Enterprise Applications Platform (MEAP), AT&T Mobile Enterprise Applications Platform (MEAP) - Managed Solution, AT&T Mobile Forms, AT&T Mobile Services, AT&T Multi-access Edge Computing, AT&T Network Aggregation Service, AT&T Network Deployment Service, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T SD-WAN with Cisco, AT&T SD-WAN - Static Extended Country Reach, AT&T ShoreTel Mobility Router, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T VNO (Internet) Service, AT&T Voice Maintenance Solutions, AT&T Wi-Fi Services, AT&T Work Data, AT&T Workforce Manager, Blackberry® UEM, Box from AT&T, Cybersecurity Consulting, Cybersecurity Rating, FirstNet Push-to-Talk, Good Solutions from AT&T, IBM MaaS360, IoT Enhanced Support Services, Micron loT Devices, Mobile Applications for Business - Industry Specific Solutions, MobileIron Basic Connected Cloud from AT&T, MobileIron Cloud, MobileIron Connected Cloud from AT&T. MobileIron Core. MobileIron VSP from AT&T -Managed Hosted Mobile Device Management (MDM) Solution, Norton™ Security for Professionals, Ping Asset IoT Devices, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution, and Xata Turnpike from AT&T.

Applies to all other Services.

GP-8. Agency Agreement

Section Effective Date: 25-Sep-2020

Customer may appoint one third-party to act as Customer's agent for purposes of ordering service or receipt of bills from AT&T, by providing AT&T written authorization of the agent to act on Customer's behalf. If directed by Customer, the bill will be sent to the agent. Customer will be responsible for all charges for service ordered by the agent and all acts and omissions of the agent.

Applicability of Section

Does not apply to AccessMyLAN from AT&T, AT&T Authentication and Verification Service, AT&T Business Internet Service, AT&T Data Patterns for Visitors, AT&T Global Inbound Service, AT&T Global Mobile Management, AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T Managed Security Services, AT&T Messaging Toolkit, AT&T Messaging Toolkit - Minimum Commitment Plans, AT&T Mobile Forms, AT&T Mobile Services, AT&T Network Aggregation Service, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T SD-WAN - Static Network Based, AT&T SD-WAN - Static Over The Top, AT&T Smart Grid Operational Data Management, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T VoicePort Service, Blackberry® UEM, FirstNet Pushto-Talk, IoT Enhanced Support Services, Micron IoT Devices, Mobile Call Recording,

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Norton™ Security for Professionals, Ping Asset IoT Devices, and Sercomm SM-ATK02 Asset Tracker Solution.

Applies to all other Services.

GP-9. Jurisdictional Requirement

Section Effective Date: 17-Nov-2011

The Bandwidth Service Components available under this Service Guide are jurisdictionally interstate and may only be purchased by Customers whose traffic on a Service Component will be more than 10% interstate in nature. Within 30 days of a request from AT&T, Customer must provide a certification acceptable to AT&T attesting to this jurisdictional requirement.

Applicability of Section

 Applies to Basic Telecommunications Services that include AT&T Bandwidth Service Components.

GP-10. Fraud, Abuse and Misuse

GP-10.1. Termination, Restriction or Suspension of Service for Fraud, Abuse or Misuse

Section Effective Date: 30-Apr-2020

Fraud, abuse and misuse of AT&T service are prohibited. AT&T may immediately upon written notice to customer (except for the case of an emergency, in which case AT&T will provide notice as soon as practicable) and without incurring any liability except for willful misconduct suspend, restrict or terminate the provision of service, in whole or in part, and may deny requests for additional service or initiate other appropriate action, if it determines fraud, abuse or misuse by Customer, Users, or third parties, or if it determines that an unusually high volume of calls is being placed on Customer's account in any 24 hour period. The following are some examples of fraud, abuse and misuse of service:

- Using fraudulent means to avoid payment of charges, or to defraud AT&T in other ways, including, but not limited to: fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead AT&T, Customer, Users or callers.
- Using or accessing AT&T services, or attempting to do so, without Customer's authorization.
- Using AT&T's Marks in any manner without the advance written consent of AT&T.
- Using AT&T service to make calls or other communications that might reasonably be expected to frighten, abuse, torment, or harass others.
- Engaging in activities that harm or threaten to harm the network, services, facilities or personnel of AT&T or AT&T's suppliers.
- Engaging in activities that interfere unreasonably with the use of AT&T service by others, including, but not limited to interfering with the facilities, wireless network, or Enterprise Mobility Services as to impair the quality of service provided to any other AT&T Customer or user of Enterprise Mobility Services.

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- Using equipment or systems that are not compatible with the Service or non-compliant with Part 68 of the FCC Rules.
- Using Toll-Free Numbers in a manner that violates applicable pay-per-call, anti-hoarding, brokering or Industry number administration laws or regulations, or acquiring or seeking to acquire any Toll-Free Number for the primary purpose of selling, or releasing for consideration, that Toll-Free number to another party. Upon notice to Customer, AT&T may recover any Toll-Free Number that is not placed in actual and substantial use.
- Using Toll-Free Service for "mass calling applications", without a prior written agreement between Customer and AT&T expressly allowing specifically described "mass calling applications". A "mass calling application" is an application that generates over ten million calls to a Toll-Free Number in any time period of 2 hours (including, for example, massvolume inbound calling applications associated with events, promotions, polls, surveys, television or radio shows).
- Failure to obtain access lines with capacity adequate to handle Customer's use of a Service.
- Artificially stimulating calling or other usage volumes to: (a) any number advertised or intended for accessing information programs and services, including but not limited to chat lines or Audiotext programs ("Audiotext"); (b) routing codes or international area or city codes reserved or used by the subject telecommunications administration for Audiotext; (c) special routing codes, telephone numbers, or locations for which the cost of call origination or termination is higher than that incurred for originations or terminations to other parts of the same jurisdiction or locale; or (d) telephone numbers or service arrangements where the party causing the artificial stimulation derives revenues or other financial benefit from, or is compensated based upon said calling or other usage volumes in a capacity other than as a communications carrier, or if acting as a communications carrier, earns a surcharge or similar increment (or an entity with a common financial interest with the party stimulating the traffic earns a surcharge or similar increment) merely by virtue of the origination or termination of such calls. Such artificial stimulation may include, but is not limited to, use of electronic or other automatic means to generate such call volumes, or hiring of agents or contractors principally to make calls or otherwise generate usage to such numbers or types of services, but does not, without more, include advertising or promotion of Audiotext or similar programming to stimulate calling by third parties with no financial or other beneficial interest in the service or called program.
- Using service provided by AT&T to generate calls with the intent or effect of creating a
 disparity (across any Customer account) between the costs to AT&T of originating and/or
 terminating access and the pricing of long distance service provided by AT&T.
- Sending calls identified as Mobile Terminated Calls, or as another termination type to which a surcharge or other differential rate for termination applies, when the called station or termination point is not in fact Mobile Terminated, or the termination type as to which the surcharge or other differential rate applies.
- Fraudulently replicating a mobile device and its unique network identifiers to make unauthorized call thereby generating fraudulent usage charges ("cloning fraud"). If any mobile device fails authentication tests, AT&T may consider that mobile device to be subject to cloning fraud.

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 Fraudulently passing or attempting to fraudulently pass a name or telephone number not associated with the calling party, including as a means to obtain name and number information for the improperly passed name or telephone number, is an abuse of AT&T service. Customer is liable to AT&T for AT&T's costs resulting from any such violation.

Applicability of Section

- Does not apply to AT&T Network Aggregation Service, AT&T Software Defined Solutions, and Norton™ Security for Professionals.
- Applies to all services.

GP-10.2. Prohibited Traffic

Section Effective Date: 08-Mar-2017

Use of AT&T service to originate or transmit Prohibited Traffic is strictly prohibited. In addition to the rights afforded to AT&T under the Termination, Restriction or Suspension of Service for Fraud, Abuse or Misuse section and the provisions of an applicable agreement for the AT&T service, AT&T may block any call, communication or transmission originating from, or terminating to, a telephone number, without notice of any kind to Customer, if AT&T reasonably believes that the call, communication or transmission constitutes Prohibited Traffic. AT&T may disclose to third-parties Customer information regarding the quantity, technical configuration, type, origination, destination, or number of calls, communications, or transmissions of services to the extent needed to investigate suspected misuse, fraudulent, abusive, and/or unlawful use of, or subscription to, AT&T service (including disclosing information regarding Prohibited Traffic).

Prohibited Traffic consists of calls, communications, or transmissions being transmitted, placed, or attempted that AT&T reasonably believes are in violation of applicable laws, rules or regulations or are nuisance calls. Evidence of Prohibited Traffic includes the following:

- Predictive dialing of telephone numbers at the NPA or NXX level;
- Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
- Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;
- Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;
- Placing calls for the primary purpose of generating queries to capture the Caller ID Name (CNAM) associated with a telephone number;
- Telemarketing or telephone solicitations to a party that is on a state or federal 'Do Not Call' list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
- Denial of service attacks and

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Artificial traffic stimulation, revenue pumping, regulatory arbitrage.

By way of example, and not as a limitation, applicable laws, rules, and regulations include the following:

- Truth in Caller ID Act, 47 U.S.C. Section 227(e); 16 C.F.R. Part 310.4(a)(8);
- Telephone Consumer Protection Act (TCPA) of 1991 and any amendments thereto, at 47 U.S.C. § 227, the Federal Communications Commission's implementing regulations, at 47 CFR § 64.1200 et seq.;
- Telemarketing Sales Rule, including the August 2008 Amendment at 16 CFR Part 310; and
- Do Not Call Implementation Act (DNCIA, 2003) and any other similar federal or state laws.

Applicability of Section

• Applies to all Services which provides for termination of calls over the Public Switched Telephone Network (PSTN).

GP-10.3. Usage Limits

Section Effective Date: 22-Sep-2020

AT&T may establish commercially reasonable usage limits for Customer. AT&T may also establish usage limits at any time if Customer's financial condition cannot be verified or if Customer is not reasonably creditworthy. If Customer exceeds such usage limits, AT&T may, without incurring any liability, immediately restrict, suspend, or discontinue the provision of service to Customer, upon written notice.

Applicability of Section

Does not apply to AccessMyLAN from AT&T, ACCU-Ring Network Access Service, Actsoft® from AT&T, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, Associate PLEDGE from AT&T, AT&T Advanced Exchange with Extended Warranty, AT&T Bandwidth Services, AT&T Business Internet Service, AT&T Business Messaging, AT&T Data Patterns for Visitors, AT&T Dedicated Ethernet (TCAL), AT&T Dual-Mode Mobile Voice, AT&T Conferencing Services, AT&T Content Acceleration (ACA) Service, AT&T Content Delivery Network (AT&T CDN) Service, AT&T Enhanced Transport Service, AT&T Enterprise Hosting Service, AT&T Enterprise Routing Service -Cisco Version, AT&T Enhanced Push-to-Talk, AT&T Enhanced Virtual Private Network Services, AT&T Ethernet and Wavelength Service, AT&T Ethernet WAN Alaska Service, AT&T Fleet Complete® - Asset Tracker, AT&T Fleet Complete® - Dispatch, AT&T Fleet Complete® - Fleet Tracker, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T FlexWare, AT&T Global Inbound Service. AT&T Global IP Voice Service, AT&T Global Mobile Management, AT&T Global Smart Messaging Suite, AT&T Global Video Service, AT&T International Satellite Direct Service (ISDS), AT&T International Satellite Shared Earth Station Service, AT&T Internet Aggregation Service, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T IP Toll-Free 360 (IPTF360) Service, AT&T Local Private Line Service (Puerto Rico), AT&T Local Private Line Service (TCG), AT&T Maintenance Solutions (AMS), AT&T Managed In-Building Solution, AT&T Managed Security Services, AT&T Messaging Toolkit, AT&T Messaging

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Toolkit - Minimum Commitment Plans, AT&T Mobile Device Management, AT&T Mobile Enterprise Applications Platform (MEAP), AT&T Mobile Enterprise Applications Platform (MEAP) - Managed Solution, AT&T Mobile Forms, AT&T Mobile Security, AT&T Multiaccess Edge Computing, AT&T Network Aggregation Service, AT&T Network Deployment Service, AT&T Network Integration International Private Line, AT&T OPT-E-WAN® Virtual Private LAN Service (VPLS), AT&T Packet Services, AT&T Private Line Video Management Service. AT&T Public Safety Solutions. AT&T Remote Mobility Zone, AT&T SD-WAN - Static Extended Country Reach, AT&T SD-WAN - Static Network Based, AT&T SD-WAN - Static Over The Top, AT&T SD-WAN with Cisco. AT&T ShoreTel Mobility Router, AT&T Smart Cities Structure Monitoring, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T Switched Ethernet Service (TCAL), AT&T Switched Ethernet Service (Puerto Rico), AT&T Switched EthernetSM Service Third-Party Access (3PA), AT&T Ultravailable® Network Service, AT&T Venue Analytics, AT&T VNO (Internet) Service, AT&T VoicePort Service, AT&T Voice Maintenance Solutions, AT&T VPN Service, AT&T Web Hosting Service. AT&T Wi-Fi Services, AT&T Work, AT&T Workforce Manager, bigtincan hub from AT&T. CalAmp V-Series ELD Solution, Courier Complete® from AT&T, Cybersecurity Consulting, Cybersecurity Rating, Evewitness from AT&T, Good Solutions from AT&T. Hybrid Cloud Solutions, IBM MaaS360, IoT Enhanced Support Services, Mobile Applications for Business - Industry Specific Solutions, Mobile Call Recording, MobileIron Basic Connected Cloud from AT&T, MobileIron Cloud, MobileIron Connected Cloud from AT&T, MobileIron Core, MobileIron Hosted from AT&T, MobileIron VSP from AT&T - Managed Hosted Mobile Device Management (MDM) Solution, NetMotion Software, Norton™ Security for Professionals, pdvConnect, Ping Asset IoT Devices, Rave Campus Messenger from AT&T, Rave Guardian from AT&T, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution, Sonim XPi device with AT&T IoT Service. Telenav Asset Tracker™ from AT&T, Telenav Track™ from AT&T, Telenav Track LITE™ from AT&T, Telenav Vehicle Tracker™ from AT&T, TotalMobile™ from AT&T, Xata Turnpike from AT&T, Xora StreetSmart® Workforce™ from AT&T, Xora® In-Vehicle™ from AT&T, and Xora StreetSmart® Workforce™ Locator from AT&T.

- Applies to AT&T Alaska Internet Service (AIS) and AT&T Dedicated Internet (ADI) only in some circumstances.
- Applies to all other Services.

GP-10.4. Automatic Number Identification/Charge Number Service

Section Effective Date: 25-Sep-2020

When Customer obtains a telephone subscriber's information through Automatic Number Identification or Charge Number Service, Customer must comply with the regulations adopted by the Federal Communications Commission regarding the use and sale of information derived from Automatic Number Identification or Charge Number Services, including the following:

 Customer is permitted to use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transaction

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- Customer is prohibited from reusing or selling the telephone number or billing information without first (a) notifying the originating telephone subscriber and (b) obtaining the affirmative consent of such subscriber for such reuse or sale
- Customer is prohibited from disclosing, except as permitted by above, any information derived from the Automatic Number Identification or Charge Number Service for any purpose other than: (a) performing the services or transactions that are the subject of the telephone subscriber's call, (b) ensuring network performance security and the effectiveness of call delivery, (c) compiling, using and disclosing aggregate information, and (d) complying with applicable law or legal process

Applicability of Section

- Does not apply to AccessMyLAN from AT&T, AT&T Asset Management Operations Center, AT&T Business Messaging, AT&T DataFlow Service, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T Flow Designer, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T Managed In-Building Solution, AT&T MetroCell, AT&T Multi-access Edge Computing, AT&T Network Aggregation Service, AT&T SD-WAN with Cisco, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CityIQ™, AT&T Smart Cities Structure Monitoring, AT&T Software Defined Solutions, AT&T Workforce Manager, Blackberry® UEM, CalAmp V-Series ELD Solution, Cybersecurity Consulting, Cybersecurity Rating, IoT Enhanced Support Services, Micron IoT Devices, Mobile Applications for Business Industry Specific Solutions, M2X Data Service, Norton™ Security for Professionals, Ping Asset IoT Devices, Sercomm SM-ATK02 Asset Tracker Solution, and Sonim XPi device with AT&T IoT Service.
- Applies to all Services where Customer obtains a telephone subscriber's information through Automatic Number Identification (ANI) or Charge Number Service.

GP-10.5. Compliance with Telephone Disclosure and Dispute Resolution Act (TDDRA)

Section Effective Date: 20-Dec-2006

Customer must comply with Titles II and III of the Telephone Disclosure and Dispute Resolution Act (*Pub. L. No. 102-556*) (TDDRA) and the regulations prescribed by the Federal Communications Commission and the Federal Trade Commission pursuant to those Titles.

Applicability of Section

Applies to all Services which provide billing to telephone subscribers which include charges for any interstate, pay-per-call service.

GP-10.6. Access Arbitrage

Section Effective Date: 25-Sep-2020

Using any service provided by AT&T in connection with Access Arbitrage is considered an abuse and is prohibited. Access Arbitrage is a scheme or device to profit by exploiting differences between the cost of originating or terminating access (as charged to interexchange

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or international carriers) and the pricing of long distance service provided by AT&T. Access Arbitrage includes:

- using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to AT&T calls that are characterized by a greater discrepancy between the access costs and the price charged by AT&T.
- using AT&T long distance telephone services (such as AT&T SDN OneNet Service, Virtual Telecommunications Network Service or AT&T BVoIP Service) as a substitute for, or to avoid, originating or terminating switched exchange access obtained from local exchange providers, for the origination or termination of domestic calls originated over the network of another carrier (through 1+ access, special access, carrier access code dial around, or otherwise);
- Routing calls through a call processing system such that the percentage of High Cost minutes routed to AT&T using the service is more than 11.1%;
- Segregating calls within another carrier's network or a call processing system to systematically route calls to AT&T where the access costs exceed the price of long distance service provided by AT&T.
- Transporting intrastate or intra-country traffic into a different state or country in order to cause the traffic to be rated by AT&T at a lower rate than would otherwise apply.

If AT&T reasonably suspects that a service provided under this Service Guide is being used in connection with Access Arbitrage, Customer will permit AT&T to inspect the premises from which the calls originate (as reflected in AT&T's records) and will cooperate reasonably with AT&T's efforts to investigate the manner in which calls are being routed to AT&T.

For purposes of this provision:

- "High Cost Calls" are calls that originate or terminate at numbers for which the originating or terminating switched exchange access cost per minute exceeds \$0.025 (or the benchmark rate for Competitive Local Exchange Carrier's interstate switched exchange access services established by the Commission, if lower than \$0.025).
- The originating or terminating switched exchange access cost per minute will be the sum of
 the per minute charges imposed by the originating or terminating Local Exchange Carrier,
 plus the prorated portion of all other charges imposed by the originating or terminating Local
 Exchange Carrier for originating or terminating switched exchange access, expressed on a
 cost per minute basis.

If the percentage of High Cost minutes routed to AT&T using the service is more than the percentage set forth above, and AT&T's investigation shows that any such calls are originated over the network of another interexchange carrier or routed through a call processing system, then all such calls will be presumed to be Access Arbitrage.

If Customer violates this provision, the Access Arbitrage Fee will apply. In addition, AT&T may immediately restrict, suspend or discontinue Customer's use of any service used in connection with Access Arbitrage upon notice of such violation to Customer. Further, AT&T may prevent conversion to another AT&T service arrangement of any facility used to provide a service in violation of this provision.

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Applicability of Section

- Does not apply to AccessMyLAN from AT&T, ACCU-Ring Network Access Service, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, AT&T Asset Management for Shipping Containers, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T DataFlow, AT&T Dedicated Ethernet (TCAL). AT&T Detect and Connect Solutions™ Commerce Connect Services, AT&T Equipment and Machinery Solutions, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T Flow Designer, AT&T Global Security Gateway. AT&T Global Smart Messaging Suite, AT&T Internet Aggregation Service, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect). AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T Managed In-Building Solution. AT&T Mobile Device Management, AT&T Multi-access Edge Computing, AT&T Near Field Communications Connect Services, AT&T Network Aggregation Service, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T SD-WAN with Cisco, AT&T SD-WAN - Static Extended Country Reach, AT&T Smart Grid Operational Data Management, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T Switched Ethernet Service (TCAL), AT&T Switched EthernetSM Service Third-Party Access (3PA), AT&T Venue Analytics, AT&T VNO (Internet) Service, AT&T VPN Service, AT&T Wi-Fi Services, AT&T Work, AT&T Workforce Manager, bigtincan hub from AT&T, Blackberry® UEM, CalAmp V-Series ELD Solution, Cybersecurity Consulting, Cybersecurity Rating, Good Solutions from AT&T, IBM MaaS360, IoT Enhanced Support Services, M2X Data Service, Micron IoT Devices, Mobile Applications for Business - Industry Specific Solutions, Mobile Call Recording, MobileIron Basic Connected Cloud from AT&T, MobileIron Cloud, MobileIron Connected Cloud from AT&T, MobileIron Core, MobileIron Hosted from AT&T, MobileIron VSP from AT&T - Managed Hosted Mobile Device Management (MDM) Solution, Mobile Solutions, Network Deployment (ND), Norton™ Security for Professionals, Packet Services, Ping Asset IoT Devices, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution, and Sonim XPi device with AT&T IoT Service.
- Applies to Alaska Internet Service (AIS) and AT&T Dedicated Internet (ADI) only in some circumstances.
- Applies to all other Services.

Cross References

GP-4.2.7. Access Arbitrage Fee

GP-10.7. Acceptable Use Policy

Section Effective Date: 20-Dec-2006

AT&T's Acceptable Use Policy (AUP) is set forth at the following URL: http://www.att.com/aup. The AUP applies to any Service Component or Capability that is provided over, or includes access to, the Internet. The AUP describes the actions AT&T may take in response to AUP violations.

Applicability of Section

Applies to all Services that can be provided over, or includes access to, the Internet.

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GP-10.8. Use of IP Addresses and Domain Names

Section Effective Date: 20-Dec-2006

Except for IP addresses and domain names expressly registered in Customer's name, all IP addresses and AT&T-based domain names shall remain, at all times, property of AT&T and shall be nontransferable and Customer shall have no right to use such IP addresses or AT&T—based domain names upon termination of the applicable Service Component.

Applicability of Section

Applies to all Services that require the use of an IP address or AT&T based domain name.

GP-11. American Recovery and Reinvestment Act of 2009

Section Effective Date: 30-Apr-2020

The Services and Service Components provided under this Service Guide shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 (ARRA), without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.

Applicability of Section

- Does not apply to AT&T Global Inbound Service, AT&T Global IP Voice Service, AT&T Global Smart Messaging Suite, AT&T IP Toll-Free 360 (IPTF360) Service, AT&T Network Aggregation Service, AT&T SD-WAN Static Extended Country Reach, AT&T Software Defined Solutions, AT&T VoicePort Service and AT&T Work.
- Applies to all other Services.

GP-12. Connections

Section Effective Date: 14-Aug-2020

Responsibilities of Customer

Customer is responsible for any equipment or services not provided by AT&T and connected to services provided by AT&T. Any equipment or services connected to services provided by AT&T must comply with AT&T's interface requirements and with Part 68 of the F.C.C. Rules (47 C.F.R. Part 68), to the extent applicable.

Testing and Maintenance

If a trouble condition occurs, Customer must determine if the fault is in the equipment or services not provided by AT&T. AT&T will test and maintain only service provided by AT&T. AT&T testing of service usually will be performed remotely. If AT&T does dispatch a repair person, at Customer's request, to the Customer Site to perform tests or repairs in

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connection with a Customer-reported trouble, and testing discloses that the AT&T service is working correctly, then a Maintenance of Service Charge or other administrative charge may apply.

Changes

AT&T is not responsible to Customer or any other party if a change in AT&T's Service Components, operations, or procedures, (a) affects any equipment or services provided by others, or (b) requires their modification or upgrade in order to be used with AT&T service. AT&T is not obligated to alter or modify AT&T service because of additions or changes to equipment or service not provided by AT&T.

Applicability of Section

- Does not apply to AccessMyLAN from AT&T, AT&T Authentication and Verification Service, AT&T VoicePort Service, Blackberry® UEM, Cybersecurity Rating, and Mobile Applications for Business - Industry Specific Solutions.
- Applies to all other Services.

GP-13. Installation; Site Access

Section Effective Date: 25-Sep-2020

Installation

Service will be installed subject to the availability of installation personnel, network capacity, site readiness, site environment safety, equipment, and connections to services furnished by other providers. AT&T reserves the right to not install Service Components in locations AT&T considers to be unduly hazardous.

Floor Space, Conduit and Electrical Power at Customer Site

Customer must provide appropriate equipment space, supporting structure conduit and electrical power required to terminate service at a Customer Site without charge to AT&T.

Site Access

Customer is responsible for arranging access to Customer Sites at any reasonable time so AT&T may install, repair, maintain, inspect, or remove Service Components.

Applicability of Section

• Does not apply to AccessMyLAN from AT&T, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, AT&T Asset Management for Shipping Containers, AT&T Asset Management - Operations Center, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T DataFlow, AT&T Equipment and Machinery Solutions, AT&T Flow Designer, AT&T Global IP Voice Service, AT&T Global Smart Messaging Suite, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T Landline Texting, AT&T Message Archiving, AT&T Mobile Device Management, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CityIQ™, AT&T Smart Cities Structure Monitoring, AT&T Smart Grid Solutions - Prepay Energy, AT&T Work, Blackberry® UEM, Box from AT&T, CalAmp V-Series ELD Solution, Cybersecurity

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Rating, Good Solutions from AT&T, IBM MaaS360, IoT Enhanced Support Services, M2X Data Service, Micron IoT Devices, Mobile Applications for Business - Industry Specific Solutions, Mobile Call Recording, MobileIron Basic Connect Cloud from AT&T, MobileIron Cloud, MobileIron Connected Cloud from AT&T, MobileIron Core, MobileIron Hosted from AT&T, MobileIron VSP from AT&T - Managed Hosted Mobile Device Management (MDM) Solution, Norton Security for Professionals, Ping Asset IoT Devices, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution, Sonim XPi device with AT&T IoT Service, and The Archiving Platform from Smarsh.

Applies to all Services for which access to Customer's Site is required.

GP-14. AT&T Equipment

Section Effective Date: 25-Sep-2020

AT&T may provide AT&T Equipment for the purpose of enabling AT&T to provide service to Customer. AT&T may file statements with appropriate government agencies to reflect its ownership of the AT&T Equipment.

At Customer Sites where AT&T Equipment is installed, Customer will provide (at no charge to AT&T): (a) an equipment room environmentally compliant with local laws and other environmental conditions as specified by AT&T; (b) reasonable access to the AT&T Equipment at times specified by AT&T; (c) adequate work space, heating/cooling, light, ventilation, and electrical outlets; and (d) where required for AT&T to provide service, an analog telephone line for connection to the diagnostic modem, and/or attachments to Customer's internal network.

When AT&T Equipment is no longer needed to enable AT&T to provide service at a Customer Site, AT&T may direct Customer to either return the AT&T Equipment to AT&T or make the AT&T Equipment available for removal by AT&T. AT&T Equipment must be in the same condition as originally installed, ordinary wear and tear excepted. AT&T will not be obligated to restore the Customer Site to its original condition. Customer will be liable for repair charges or the then-current market value of any AT&T Equipment that is damaged or lost.

Applicability of Section

Does not apply to 56 or 64 Kbps Switched Digital Service, AccessMvLAN from AT&T. Actsoft® from AT&T, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, Associate PLEDGE from AT&T, AT&T Advanced Exchange with Extended Warranty, AT&T Asset Management for Shipping Containers, AT&T Asset Management - Operations Center, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T Conferencing with BlueJeans, AT&T DataFlow Service, AT&T Data Patterns for Visitors, AT&T Dedicated Ethernet (TCAL), AT&T Detect and Connect Solutions™ Commerce Connect Services, AT&T Enhanced Push-to-Talk, AT&T Equipment and Machinery Solutions, AT&T Fleet Complete® - Asset Tracker, AT&T Fleet Complete® - Dispatch, AT&T Fleet Complete® - Fleet Tracker, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T Flow Designer, AT&T Global Inbound Service, AT&T Global IP Voice Service, AT&T Global Smart Messaging Suite, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Service for FirstNet, AT&T loT OBDII Kit, AT&T loT Smart Analytics. AT&T Landline Texting, AT&T Message Archiving, AT&T Mobile Device Management, AT&T Mobile Forms, AT&T Mobile Security, AT&T Near Field Communications Connect

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Services, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Grid Operational Data Management, AT&T Smart Grid Solutions -Prepay Energy, AT&T VNO (Internet) Service, AT&T VoicePort Service, AT&T Work, AT&T Workforce Manager, bigtincan hub from AT&T, Blackberry® UEM, Box from AT&T, CalAmp V-Series ELD Solution, Courier Complete® from AT&T, Cybersecurity Rating, Eyewitness from AT&T, Good Solutions from AT&T, IBM MaaS360, IoT Enhanced Support Services, M2X Data Service, Micron IoT Devices, Mobile Applications for Business - Industry Specific Solutions, Mobile Call Recording, MobileIron Basic Connected Cloud from AT&T, MobileIron Cloud, MobileIron Connected Cloud from AT&T, MobileIron Core, MobileIron Hosted from AT&T, MobileIron VSP from AT&T - Managed Hosted Mobile Device Management (MDM) Solution, Mobile Solutions. Norton™ Security for Professionals, pdvConnect, Ping Asset loT Devices, Rave Campus Messenger from AT&T, Rave Guardian from AT&T, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution, Sonim XPi device with AT&T IoT Service, Telenav Asset Tracker™ from AT&T. Televav Track™ from AT&T. Televav Track™ from AT&T. Televav Track™ AT&T, Telenav Vehicle Tracker™ from AT&T, The Archiving Platform from Smarsh, TotalMobile™ from AT&T, Xata Turnpike from AT&T, and Xora® In-Vehicle™ from AT&T.

Applies to all other Services.

GP-15. Special Construction

GP-15.1. General

Section Effective Date: 25-Sep-2020

Special construction may be required to provide a Service when one or more of the following conditions are present:

- The plant to provide service is not available and, at the request of the Customer, AT&T constructs, rearranges or relocates plant to provide the service for the Customer and there is no other requirement for the plant;
- At the request of the Customer, AT&T constructs plant using a route or type, other than that which AT&T would otherwise utilize in order to provide service for the Customer;
- At the request of the Customer, AT&T constructs a greater quantity of plant than that which AT&T would otherwise construct in order to fulfill the Customer's initial requirements for service:
- The plant to provide service is not available and, at the request of the Customer, AT&T expedites construction of the plant at greater expense than would otherwise be incurred; or
- Plant to provide service is not available and, at the request of the Customer, AT&T constructs temporary plant to provide service for the period during which the permanent plant is under construction.

Applicability of Section

 Does not apply to AccessMyLAN from AT&T, Actsoft® from AT&T, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, Associate PLEDGE from

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AT&T, AT&T Advanced Exchange with Extended Warranty, AT&T Asset Management for Shipping Containers, AT&T Asset Management - Operations Center, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T DataFlow Service, AT&T Data Patterns for Visitors, AT&T Detect and Connect Solutions™ Commerce Connect Services, AT&T Enhanced Push-to-Talk, AT&T Equipment and Machinery Solutions, AT&T Fleet Complete® - Asset Tracker, AT&T Fleet Complete® -Dispatch, AT&T Fleet Complete® - Fleet Tracker, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T FlexWare, AT&T Flow Designer, AT&T Global IP Voice Service, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T Landline Texting, AT&T Managed In-Building Solution, AT&T Message Archiving, AT&T MetroCell, AT&T Mobile Device Management, AT&T Mobile Forms, AT&T Mobile Security, AT&T Multi-access Edge Computing, AT&T Near Field Communications Connect Services, AT&T Network Aggregation Service, AT&T Network Integration International Private Line, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T Remote Mobility Zone, AT&T SD-WAN with Cisco, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Cities Structure Monitoring, AT&T Smart Grid Operational Data Management, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T Venue Analytics, AT&T Work, AT&T Workforce Manager, Blackberry® UEM, Box from AT&T, CalAmp V-Series ELD Solution, Courier Complete® from AT&T, Cybersecurity Consulting, Cybersecurity Rating, Eyewitness from AT&T, FirstNet Push-to-Talk, Good Solutions from AT&T, IBM MaaS360, IoT Enhanced Support Services, M2X Data Service, Micron IoT Devices, Mobile Applications for Business - Industry Specific Solutions, Mobile Call Recording, MobileIron Basic Connected Cloud from AT&T, Mobilelron Cloud, Mobilelron Connected Cloud from AT&T, Mobilelron Core, Mobilelron Hosted from AT&T, MobileIron VSP from AT&T - Managed Hosted Mobile Device Management (MDM) Solution, NetMotion Wireless from AT&T, Norton™ Security for Professional, pdvConnect, Ping Asset IoT Devices, Rave Campus Messenger from AT&T, Rave Guardian from AT&T, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution, Sonim XPi device with AT&T IoT Service, Telenav Asset Tracker™ from AT&T. Telenav Track™ from AT&T. Telenav Track LITE™ from AT&T. Telenav Vehicle Tracker™ from AT&T, The Archiving Platform from Smarsh, TotalMobile™ from AT&T, Xata Turnpike from AT&T, Xora StreetSmart® Workforce™ from AT&T, Xora® In-Vehicle™ from AT&T, and Xora StreetSmart® Workforce™ Locator from AT&T.

Applies to all other Services for which special construction is required.

GP-15.2. Ownership of Plant

Section Effective Date: 25-Sep-2020

AT&T or its Affiliate or underlying provider retains ownership of all specially constructed plant. Even though the Customer may be required to pay special construction charges, no ownership interest in specially constructed plant shall vest in a Customer by virtue of its payment of special construction charges.

Applicability of Section

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- Does not apply to AccessMvLAN from AT&T. Actsoft® from AT&T. AirWatch Hosted MDM from AT&T. AirWatch On-Premises MDM from AT&T, Associate PLEDGE from AT&T, AT&T Advanced Exchange with Extended Warranty, AT&T Asset Management for Shipping Containers, AT&T Asset Management - Operations Center, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T DataFlow Service, AT&T Data Patterns for Visitors, AT&T Detect and Connect Solutions™ Commerce Connect Services, AT&T Enhanced Push-to-Talk, AT&T Fleet Complete® -Asset Tracker, AT&T Fleet Complete® - Dispatch, AT&T Fleet Complete® - Fleet Tracker, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T FlexWare, AT&T Flow Designer, AT&T Global Inbound Service. AT&T Global IP Voice Service, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T Landline Texting. AT&T Managed In-Building Solution, AT&T Message Archiving, AT&T MetroCell, AT&T Mobile Device Management, AT&T Mobile Forms, AT&T Mobile Security, AT&T Multiaccess Edge Computing, AT&T Near Field Communications Connect Services, AT&T Network Aggregation Service, AT&T Network Integration International Private Line. AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T Remote Mobility Zone, AT&T SD-WAN with Cisco, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Cities Structure Monitoring, AT&T Smart Grid Operational Data Management, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T Venue Analytics, AT&T VoicePort Service, AT&T Work, AT&T Workforce Manager, bigtincan hub from AT&T, Blackberry UEM, Box from AT&T, CalAmp V-Series ELD Solution, Courier Complete® from AT&T, Cybersecurity Consulting, Cybersecurity Rating, Eyewitness from AT&T, FirstNet Push-to-Talk, Good Solutions from AT&T, IBM MaaS360, IoT Enhanced Support Services, M2X Data Service, Micron IoT Devices, Mobile Applications for Business - Industry Specific Solutions, Mobile Call Recording, MobileIron Basic Connected Cloud from AT&T, MobileIron Cloud, MobileIron Connected Cloud from AT&T, MobileIron Core, MobileIron Hosted from AT&T, MobileIron VSP from - AT&T Managed Hosted Mobile Device Management (MDM) Solution, Norton™ Security for Professionals, NetMotion Software, pdvConnect, Ping Asset IoT Devices, Rave Campus Messenger from AT&T, Rave Guardian from AT&T, Samsung Knox, Sercomm SM-ATK02 Asset Tracker Solution, Sonim XPi device with AT&T IoT Service, Telenav Asset Tracker™ from AT&T, Telenav Track™ from AT&T, Telenav Track LITE™ from AT&T, Telenav Vehicle Tracker™ from AT&T, The Archiving Platform from Smarsh, TotalMobile™ from AT&T, Xora StreetSmart® Workforce™ from AT&T, Xata Turnpike from AT&T, Xora® In-Vehicle™ from AT&T, and Xora StreetSmart® Workforce™ Location from AT&T.
- Applies to all other Services for which special construction is required.

GP-15.3. No License Granted

Section Effective Date: 25-Sep-2020

No license under patents (other than the limited license to use) is granted by AT&T or shall be implied or arise by estoppel, with respect to any plant constructed or utilized under this Service Guide.

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Applicability of Section

- Does not apply to AccessMyLAN from AT&T, AT&T Asset Management for Shipping Containers, AT&T Asset Management - Operations Center, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T DataFlow Service, AT&T Data Patterns for Visitors, AT&T Detect and Connect Solutions™ Commerce Connect Services, AT&T Equipment and Machinery Solutions, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T FlexWare, AT&T Flow Designer, AT&T Global Inbound Service, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T Managed In-Building Solution, AT&T MetroCell, AT&T Multi-access Edge Computing, AT&T Near Field Communications Connect Services, AT&T Network Aggregation Service, AT&T Network Integration International Private Line, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T SD-WAN with Cisco, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Cities Structure Monitoring, AT&T Smart Grid Operational Data Management, AT&T Smart Grid Solutions - Prepay Energy, AT&T Software Defined Solutions, AT&T Verify Connect, AT&T VoicePort Service, AT&T Work, AT&T Workforce Manager, Blackberry® UEM, CalAmp V-Series ELD Solution, Cybersecurity Consulting, Cybersecurity Rating, IoT Enhanced Support Services, M2X Data Service, Micron IoT Devices, Mobile Applications for Business - Industry Specific Solutions, Mobile Call Recording, Norton™ Security for Professionals, Ping Asset IoT Devices, Sercomm SM-ATK02 Asset Tracker Solution, and Sonim XPi device with AT&T loT Service.
- Applies to all other Services.

GP-15.4. Cancellation of Orders

Section Effective Date: 25-Sep-2020

Information regarding availability of suitable facilities for a Service may not be known until after the order is placed with AT&T or the underlying service provider, or after initial special construction charges have been identified and paid. The Customer may be notified that additional special construction charges apply to the order. No facilities construction will begin until the Customer has agreed in writing to pay the special construction charges initially identified. If Customer does not agree to pay the special construction charges, either upon the initial notification or upon being notified of any subsequent changes in the special construction charges, the order for the Service giving rise to such special construction charges will be considered cancelled (and, where such Service has been ordered for the express purpose of being connected to another AT&T Service, Customer may also cancel its order for such other AT&T Service). In such a case, AT&T will not charge Customer a cancellation charge or early termination charge, unless the underlying service provider charges AT&T a cancellation charge. If Customer does agree to pay the special construction charges and thereafter cancels the order for the Service (other than as a result of being notified of subsequent changes to the special construction charges), a cancellation charge will apply, which shall include (in addition to any amounts otherwise payable on account of such cancellation) all non-recoverable costs incurred by AT&T for the special construction.

Applicability of Section

The AT&T Business Service Guide is subject to change by AT&T from time to time. See http://serviceguidenew.att.com for current version.

- Does not apply to AccessMyLAN from AT&T, AirWatch Hosted MDM from AT&T, AirWatch On-Premises MDM from AT&T, AT&T Asset Management for Shipping Containers, AT&T Asset Management - Operations Center, AT&T Authentication and Verification Service, AT&T Business Messaging, AT&T DataFlow Service, AT&T Data Patterns for Visitors, AT&T Detect and Connect Solutions™ Commerce Connect Services, AT&T Equipment and Machinery Solutions, AT&T Fleet Management (fka AT&T Fleet Management for Enterprise), AT&T Fleet Manager, AT&T FlexWare, AT&T Flow Designer, AT&T Landline Texting, AT&T Global IP Voice Service, AT&T Global Security Gateway, AT&T Global Smart Messaging Suite, AT&T Internet of Things Console (formerly known as AT&T Internet of Things Multi-Network Connect), AT&T Internet of Things Wireless Communications Demo SIM, AT&T IoT OBDII Kit, AT&T IoT Smart Analytics, AT&T Managed In-Building Solution, AT&T Message Archiving, AT&T MetroCell, AT&T Mobile Device Management, AT&T Multi-access Edge Computing, AT&T Near Field Communications Connect Services, AT&T Network Aggregation Service, AT&T Network Integration International Private Line, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Public Safety Solutions, AT&T SD-WAN with Cisco, AT&T Smart Cities Digital Infrastructure with Current, Powered by GE CitylQ™, AT&T Smart Cities Structure Monitoring, AT&T Smart Grid Operational Data Management, AT&T Smart Grid Solutions - Prepay Energy, AT&T Work, AT&T Workforce Manager. Blackberry® UEM, CalAmp V-Series ELD Solution, Cybersecurity Consulting, Cybersecurity Rating, Good Solutions from AT&T, IBM MaaS360, IoT Enhanced Support Services, M2X Data Service, Micron IoT Devices, Mobile Applications for Business -Industry Specific Solutions, Mobile Call Recording, MobileIron Basic Connected Cloud from AT&T, MobileIron Cloud, MobileIron Connected Cloud from AT&T, MobileIron Core, MobileIron Hosted from AT&T, MobileIron VSP from AT&T - Managed Hosted Mobile Device Management (MDM) Solution, Norton™ Security for Professionals, Samsung Knox, Ping Asset loT Devices, Sercomm SM-ATK02 Asset Tracker Solution, Sonim XPi device with AT&T loT Service, and The Archiving Platform from Smarsh.
- Applies to all other Services.

GP-16. Entrance Facility Construction

Section Effective Date: 28-Feb-2017

AT&T will provide Entrance Facility Construction (EFC) as described herein at no charge for eligible Customers who order any or all of the following AT&T offerings (either as a standalone offer or as part of an integrated offering such as AT&T Business Network (ABN) Service):

- AT&T Dedicated Internet (ADI)
- ADI with MPLS Private Network Transport (PNT)
- AT&T VPN Service (AT&T VPN)
- AT&T OPT-E-WAN® Virtual Private LAN Service (VPLS)
- AT&T Fiber Broadband (FBB) as part of ABN Service or ABN Express Bundle
- ABN Express VPN Value Bundle
- ABN VPN Value Bundle Express

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EFC will be provided for eligible Customer locations in AT&T ILEC Areas where an AT&T ILEC Affiliate owns and provides the Ethernet local access facilities from the Customer Site to the AT&T Serving Wire Center. If a Customer site is determined by AT&T to be eligible for construction of an entrance facility under this offering, AT&T will construct the entrance facility (provided one does not already exist) consistent with the terms and conditions set forth below. Eligibility for this EFC offering is limited to new starts with orders placed in AT&T ordering systems on or after January 6, 2014 and excludes moves, adds or changes to orders placed prior to such date.

EFC provides the necessary conduit or other support structures or physical pathway for AT&T Ethernet Access Channel - Switched or OPT-E-WAN switched Ethernet access circuit from Customer's property line to Network Terminating Equipment (NTE) located in a common area at Customer Sites, and includes the following:

- Facilities required to provision service between the Customer's property line (Right of Way) to the Minimum Point of Entry (MPOE) within Customer Building (Common Area/Equipment Room) the length of which shall not exceed 1,000 feet.
- Core drilling and weatherproofing of building structure
- Interior Raceway/support structure if required for placement of AT&T-provided Network Terminating Equipment
- Backboard for mounting NTE
- Dedicated Power outlet and ground

Customer's responsibilities for EFC include the following:

- Customer must arrange for a site visit within ten (10) days after initial contact by AT&T to perform a site visit for EFC eligibility.
- Customer or the owner of the building where the entrance facility is constructed (if Customer is not such building owner) must accept full ownership of and responsibility for the constructed entrance facility(ies) upon completion of such installation.
- Customer must secure all building management or landlord approvals for AT&T to provide EFC.
- Customer must work with AT&T to secure building management or landlord execution of the Right of Entry (ROE) agreement, where necessary, and within ten (10) Business Days after AT&T presents Building Landlord or Authorized building representative with the ROE agreement.
- Customer will ensure that the location at which AT&T installs, maintains or provides
 Services is a safe working environment, free of Hazardous Materials and reasonably
 suitable for the Services. "Hazardous Materials" 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, to
 protection of air, water or soil or to health and safety.
- If Customer cancels Service at an eligible Customer Site prior to the service activation date,
 AT&T is not obligated to complete work on EFC, and Customer agrees to compensate AT&T

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for all of AT&T's costs incurred, up through the date of cancellation associated with providing EFC, regardless of whether the construction thereof has been completed.

AT&T's responsibilities after the Customer requests EFC include the following:

- AT&T will request a site visit from the Customer to assess EFC eligibility within ten (10) days after the Customer's EFC request.
- AT&T will provide an ROE agreement to secure Building Owner or Landlord approvals for EFC, where necessary.

AT&T is not responsible under this EF¢ offering for:

- Any Service installation delays that may occur because AT&T has not received a completed ROE, signed by the building's landlord or landlord's authorized representative, within ten (10) Business Days' after presentation.
- Performing work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.
- Inside wiring [connection between the AT&T-provided NTE and Customer-provided (or AT&T managed) router].
- Special Construction, (which, if applicable, will be subject to a separate Customer Agreement).

EFC is an unregulated construction activity. AT&T may, in its sole discretion, determine whether it will provide EFC to any Customer.

AT&T may withdraw this offer at any time upon thirty (30) days notice.

AT&T makes no warranty to Customer or any other party for any work, materials, inside wire, or entrance facilities at the installed facilities. AT&T expressly disclaims any warranty of merchantability or fitness for a particular use, and AT&T has no responsibility to maintain, update, repair, replace, de-install, or remove installed facilities.

This offer is not available to Customer Sites:

- with non-standard access designs (for example, diversity or dual entrance facilities),
- located at Carrier Hotels or an AT&T Service Node Routing Complex (SNRC),
- acquiring construction of entrance facilities under a separate AT&T agreement
- with initial access orders processed in AT&T ordering systems prior to January 6, 2014.

Application of Section

Applies to the offerings listed above

GP-17. Network and Data Security

GP-17.1. AT&T Security Program and Standards

Section Effective Date: 13-Jul-2017

AT&T will maintain a comprehensive security program with the objective of broadly incorporating security measures into the AT&T Network and AT&T's computing and networking

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environments (the "AT&T Security Program"). The AT&T Security Program will be based on security measures that draw upon leading industry standards (e.g., ISO/IEC 27001:2013).

AT&T will regularly re-evaluate and modify its security standards at its discretion as generally accepted industry standards evolve, as new technologies emerge or as new threats are identified. AT&T's security standards used in the AT&T Security Program are sensitive and proprietary and, as such, the standards are kept confidential and generally not disclosed to third-parties. Key tenets of the Security Program are outlined in Sections GP-17.2. through GP-17.5.

GP-17.2. Data Management and Media Handling

Section Effective Date: 13-Jul-2017

The AT&T Security Program will specify the means and levels of protection for data in transit or in storage based on, among other things, the data classification and the Service. The AT&T Security Program will also specify the requirements for data destruction and media sanitization.

GP-17.3. AT&T Control Measures

GP-17.3.1. Network Perimeter Protection

Section Effective Date: 13-Jul-2017

AT&T will employ firewalls that are designed to screen incoming and outgoing network traffic, and intrusion detection tools that are designed to monitor the AT&T Network for malicious activity.

GP-17.3.2. Workstation Security Management

Section Effective Date: 13-Jul-2017

AT&T will use a variety of processes and technologies that include anti-malware protection and software updates, personal firewalls, operating system hardening and updates, power-on passwords, password-protected keyboard or screen locks that automatically trigger through inactivity, and full disk encryption where permitted by law that are designed to protect sensitive data on portable assets.

GP-17.3.3. Physical Access Controls

Section Effective Date: 21-Jun-2018

AT&T will maintain appropriate physical security controls that include the use of physical monitoring and intrusion detection systems, implementation of locks and access barriers, and access screening to AT&T facilities and equipment.

Applicability of Service

Does not apply to AT&T Smart Cities Digital Infrastructure with Current, Powered by GE
CitylQ™ and AT&T Smart Cites Structure Monitoring.

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GP-17.3.4. Logical Access Controls

Section Effective Date: 13-Jul-2017

AT&T will maintain appropriate logical access controls that include authentication of claimed identity (using means such as passwords, PINS or tokens), periodic review of user IDs and accounts to verify continued business need, and management of user privileges in accordance with job function. Password rules follow strict requirements, including a minimum number and type of characters and uniqueness from previous user passwords.

GP-17.3.5. Access Authorization Controls

Section Effective Date: 13-Jul-2017

Only those AT&T personnel with a current business need are authorized with physical and logical access to AT&T facilities and systems. Access is removed upon staff reassignment or termination of employment. Physical and logical access controls are revalidated at defined time intervals to verify that personnel continue to have a legitimate business need for access.

GP-17.4. Notices and Compliance

GP-17.4.1. Security Advisories

Section Effective Date: 13-Jul-2017

AT&T will internally distribute security advisories to appropriate AT&T personnel that originate from industry security organizations and equipment, software and systems suppliers. Each security advisory will be categorized, and assigned a severity rating along with a timeframe within which AT&T will endeavor to remediate the vulnerability, if applicable, in accordance with AT&T Security Program.

GP-17.4.2. Compliance

Section Effective Date: 13-Jul-2017

AT&T will conduct regular tests to determine if security controls are maintained and functioning in accordance with the AT&T Security Program. These tests will include security status checks and vulnerability testing and management.

GP-17.4.3. Security Incidents

Section Effective Date: 13-Jul-2017

AT&T does not monitor individual Customer network activity for security incidents except when part of a managed security service provided pursuant to a supplemental Service Agreement. In such cases, notice is provided pursuant to the terms and conditions of the specific Service.

AT&T engages in commercially reasonable efforts to monitor and identify security incidents and threats to the AT&T Network and AT&T's computing and networking environment. As a result, AT&T may, as a courtesy and within its discretion, provide notice to Customers of a security incident in certain circumstances. For example, where AT&T becomes aware of, through routine monitoring of the AT&T Network, a significant security event capable of serious adverse consequences directed at or directly impacting a Customer; AT&T determines that a third-party is utilizing Customer's Service to perpetrate fraud or abuse; or AT&T is notified that a Customer IP address may be infected with malicious software (i.e., malware).

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AT&T will notify the Customer as soon as reasonably possible if AT&T determines that a third-party has obtained unauthorized access to Customer non-public data in AT&T's custody associated with a breach of AT&T's Network and/or data storage facilities. AT&T will also provide required notices consistent with applicable law. AT&T will not notify the Customer when it observes activity that does not appear to be Service impacting or when it investigates an issue but does not conclude a data breach has occurred under applicable law.

GP-17.5. Disaster Recovery and Business Continuity

Section Effective Date: 30-Apr-2020

As part of The AT&T Security Program, AT&T will maintain a Business Continuity Management Program ("BCMP") to help prevent or mitigate disruptions to Services. The BCMP includes management disciplines, processes, processes related to Services in the event of a significant business disruption. The BCMP is ISO 22301:2012 certified and aligns with the Disaster Recovery Institute International (DRII) Professional Practices. At the time an actual disaster occurs, AT&T's network disaster recovery plan may be implemented by AT&T, providing no preferential treatment for individual similarly situated commercial enterprises.

Applicability of Section

Does not apply to AT&T Software Defined Solutions.

GP-17.6. Customer Inquiries and Audits

Section Effective Date: 29-Sep-2019

AT&T will respond to Customer's basic questions and audits concerning the AT&T Security Program by making available certain prepared materials and external audits, relevant to the Services. Customer may request additional support about the AT&T Security Program, including a request to conduct its own security audit. The parties shall agree in writing on the terms and scope of the additional support, including the fees, timeframe, and location (if an audit is to be conducted).

Any party participating in an audit or receiving confidential or proprietary information will be required to enter into an appropriate non-disclosure agreement with AT&T. No third-party who is a direct competitor of AT&T or who has previously misused or misappropriated AT&T's Confidential Information will be permitted without AT&T's written consent. The following additional terms apply to audits:

- Occur during normal AT&T business hours at the location and follow AT&T security and real
 estate policies.
- No disclosure of information regarding other AT&T Customers or Services will be made.
- AT&T may limit the number of onsite auditors.
- No copies may be taken or removed of any documents (whether electronic or in hard copy) provided during the course of the audit.

Applicability of Section

Does not apply to Cybersecurity Consulting and AT&T Managed In-Building Solution.

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GP-17.7. Applicability of Section GP-17

Section Effective Date: 13-Jul-2017

Sections GP-17.1 through GP-17.6 represent AT&T's commitments with respect to the Services utilizing components of the AT&T Network, which is comprised of multiple components converging into a common Multi-Protocol Label Switching (MPLS) network:

- An integrated cloud infrastructure;
- A global Internet Protocol/MPLS backbone network;
- A circuit-switched network;
- Ethernet, Frame Relay and ATM private networks;
- Internal business and management networks;
- Intelligent optical networks; and
- Physical layer networks, including terrestrial fiber and subsea cables.

Services offered by AT&T have varying levels of inherent security risk. AT&T does not represent or guarantee that the AT&T Security Program and the security standards, controls and procedures it employs will prevent the loss of, alteration of, or improper access to Customer data in its possession or under its management. AT&T's Security Program does not supersede Customers' responsibility for establishing and implementing policies and procedures designed to safeguard their data and sensitive information against unauthorized access or use.

GP-18. General Data Protection Regulation Requirements

Section Effective Date: 21-Sep-2019

The provisions in this Section GP-18 apply to the Processing of Personal Data that is subject to Data Privacy Laws.

GP-18.1. Definitions

Section Effective Date: 21-Sep-2019

The following definitions apply to Section GP-18:

Term	Definition
AT&T Data Subjects	Data Subjects that AT&T has authorized to interact with Customer on behalf of AT&T, which may include employees, agents, or contractors of AT&T, its affiliates or its or their suppliers.
Customer Data Subjects	Data Subjects that Customer has authorized to use the Services or to interact with AT&T on behalf of Customer, which may include employees, agents, or contractors of Customer, its affiliates, or its or their customers or suppliers (excluding AT&T and its affiliates).
Data Controller	A natural or legal person who is considered to be a "controller" in relation to the Personal Data under the GDPR.
Data Processor	A natural or legal person who is considered to be a "processor" of the Data Controller under the GDPR.

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AT&T Service Guide: General Provisions & Glossary

Term	Definition
Data Privacy Laws	Applicable laws or regulations of the European Union (including those applicable in the European Economic Area) and member states of the European Economic Area in relation to processing of Personal Data, and also including applicable laws or regulations of the United Kingdom and Switzerland.
Data Subject	A "data subject" as defined in the GDPR.
EU Model Clauses	Standard data protection clauses adopted by the European Commission as described in Article 46.2(c) of the GDPR.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
Instructions	Customer's documented instructions to AT&T with respect to the Processing of Personal Data, as set forth in the Service Agreement (including in the Service Guides) or as otherwise agreed to by the Parties in writing, including as to the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects.
Personal Data	Information that is considered under the GDPR to be "personal data".
Personal Data Breach	A "personal data breach" as defined in the GDPR, to the extent that such breach occurs with respect to Personal Data in AT&T's possession or under its control.
Process and Processing	"Process" or "processing" as defined in the GDPR.
Restricted Jurisdiction	A country outside the European Union, or if applicable, a specific territory or sector within such a country, or an international organization, in each case, which the European Commission has not decided ensures an adequate level of data protection.
Sub-Data Processor	A natural or legal person who is engaged (directly or indirectly) by the Data Processor to carry out specific Processing activities on behalf of the Data Controller.

GP-18.2. AT&T as Data Processor or Sub-Data Processor

Section Effective Date: 25-May-2018

This Section GP-18.2 applies when, in relation to particular Personal Data:

- Customer is a Data Controller and AT&T is its Data Processor; or
- Customer is a Data Processor and AT&T is its Sub-Data Processor.

GP-18.2.1. AT&T Obligations

Section Effective Date: 25-May-2018

AT&T is obligated to:

- (a) process such Personal Data only in accordance with Customer's Instructions;
- (b) ensure that AT&T's employees, agents and contractors who Process such Personal Data are subject to confidentiality obligations;

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- (c) implement appropriate technical and organizational measures in relation to such Personal Data that are set forth in the Service Agreement to ensure a level of security appropriate to the risk, taking into account: (i) the state of the art, costs of implementation, nature, scope, context and purposes of the Processing; and (ii) the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to such Personal Data that is Processed:
- (d) not have such Personal Data Processed by another natural or legal person except when AT&T has:
- received the prior specific or general written authorization of Customer for such Processing;
- imposed on such other natural or legal person data protection obligations that are the same
 in all material respects as those set forth in Section GP-18.2.1, to the extent required
 pursuant to Data Privacy Laws; and
- with respect to Sub-Data Processors for which AT&T has received general written authorization, informed Customer of any changes concerning the addition or replacement of such Sub-Data Processors, which may occur through making such changes accessible to Customer at http://serviceguidenew.att.com/sg_flashPlayerPage/GVL.
- (e) taking into account the nature of AT&T's Processing activities, assist Customer by appropriate technical and organizational methods, insofar as this is possible, to enable the Data Controller to fulfill its mandatory obligations to respond to requests by Data Subjects in relation to their rights under Data Privacy Laws;
- (f) taking into account the nature of AT&T's Processing of such Personal Data and information available to AT&T:
- notify Customer of any Personal Data Breach without undue delay after becoming aware of such breach; and
- provide assistance to Customer in relation to any mandatory obligations of the Data Controller under Data Privacy Laws in relation to:
 - o a Personal Data Breach; and
 - the performance of data protection impact assessments by the Data Controller;
- (g) at the written election of Customer, delete or return all such Personal Data to Customer at the end of the term of the Service Agreement, and delete existing copies of such data unless applicable law requires or allows storage of such data beyond such term; and
- (h) make available to Customer all information necessary to demonstrate compliance with AT&T's obligations under Section GP-18.2.1 and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller, but in each case only to the extent such information and audits are:
- in relation to such Personal Data:
- reasonable in scope and frequency;
- required under Data Privacy Law; and
- not otherwise restricted under applicable law;

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provided that AT&T shall immediately inform Customer if it believes in good faith that the exercise of rights under this Section GP-18.2.1(h) would infringe Data Privacy Laws.

To the extent permitted under Data Privacy Laws, AT&T may demonstrate compliance with its obligations under GP-18.2.1(a) through 18.2.1(h) through compliance with a certification scheme or code of conduct approved under Data Privacy Laws, including, if applicable, certification under the EU-US Privacy Shield or any successor or replacement mechanism.

GP-18.2.2. International Data Transfers

Section Effective Date: 29-Mar-2019

- (a) Where AT&T Processes the Personal Data as a Data Processor or Data Sub-Processor, and Personal Data is transferred from Customer in the European Economic Area to AT&T in a Restricted Jurisdiction, AT&T agrees to be bound by the obligations of a data importer set out in the Controller to Processor EU Model Clauses available at this Controller to Processor EU Model Clauses available at this Controller to Processor EU Model Clauses with respect to AT&T unless it also agrees to be bound by the obligations of a data exporter under such EU Model Clauses. Alternatively, such transfer of Personal Data may be subject to a separate agreement signed by AT&T and Customer that addresses necessary legal conditions under Data Privacy Laws for such transfer.
- (b) In connection with a transfer of Personal Data from Customer in the European Economic Area to AT&T, AT&T (or another party engaged directly or indirectly by AT&T to Process such Personal Data on behalf of the Controller) may transfer Personal Data to, or otherwise Process such Personal Data in, a Restricted Jurisdiction if the necessary legal conditions under Data Privacy Laws for such transfer and other Processing are met.

GP-18.2.3. Customer Obligations When AT&T is Processor or Sub-Data Processor

Section Effective Date: 19-Aug-2019

Customer is obligated to:

- (a) ensure its Instructions are consistent with Data Privacy Laws;
- (b) provide required information to Data Subjects; and
- (c) ensure a lawful basis exists for Processing by AT&T (and its Sub-Data Processors) of such Personal Data in accordance with Customer's Instructions, including transfers to, and Processing in, Restricted Jurisdictions pursuant to Section GP-18.2.2.
- (d) Customer acknowledges that consistent with the authorization for subcontracting within the Service Agreement, it has authorized AT&T to engage third parties to process Personal Data on behalf of the Controller that are identified in the Service Agreement, in the applicable Service Guide, or in accordance with section GP-18.2.1(d).

Applicability of Section

Does not apply to AT&T SD-WAN with Cisco.

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GP-18.3. AT&T as Data Controller

Section Effective Date: 25-May-2018

This Section GP-18.3 applies when AT&T is Data Controller in relation to particular Personal Data of Customer Data Subjects.

GP-18.3.1. AT&T Responsibilities

Section Effective Date: 25-May-2018

AT&T is responsible for:

- (a) complying with its obligations relating to such Personal Data under Data Privacy Laws, including applying appropriate technical and organizational security measures to ensure a level of security appropriate to the risk, taking into account the state of the art, costs of implementation, nature, scope, context and purposes of processing;
- (b) ensuring that the necessary legal conditions for such transfer are met before transferring (or permitting its Processors to transfer) such Personal Data to Restricted Jurisdictions; and
- (c) notifying Customer in writing:
- after becoming aware of any Personal Data Breach in relation to such Personal Data; and
- of any communication in relation to such Personal Data received by AT&T from Customer Data Subjects, or from governmental, judicial or supervisory authorities, subject in each case, to any restrictions under applicable law on providing such notice to the other.

GP-18.3.2. Customer Responsibilities

Section Effective Date: 06-Sep-2019

Customer is responsible for:

- cooperating reasonably with AT&T regarding any communications to Customer Data Subjects that are required under the Data Privacy Laws;
- ensuring that its transfer of such Personal Data to AT&T is lawful;
- fulfilling its own obligations to respond to requests by Customer Data Subjects;
- notifying AT&T in writing before informing AT&T Data Subjects of any personal data breach affecting their Personal Data while in Customer's possession or under its control.

GP-18.3.3. International Data Transfers

Section Effective Date: 29-Mar-2019

Where AT&T Processes the Personal Data as a Data Controller, and Personal Data is transferred from Customer in the European Economic Area to AT&T in a Restricted Jurisdiction, AT&T agrees to be bound the obligations of a data importer set out in the Controller to Controller EU Model Clauses (available at https://doi.org/10.10/ Model Clauses (available at https://doi.org/10.10/ Attenditively, such transfer of Personal Data may be subject to a separate agreement signed by AT&T and Customer that addresses appropriate safeguards as described in Article 46 of the GDPR.

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GP-18.4. General Processing of Personal Data by AT&T

Section Effective Date: 25-May-2018

This Section GP-18.4 provides certain information regarding Processing of Personal Data of Customer Data Subjects performed by AT&T, either as Data Controller or Data Processor (or Sub-Data Processor), in connection with AT&T Services.

GP-18.4.1. Legal Basis for Processing

Section Effective Date: 25-May-2018

When AT&T is a Data Controller, AT&T's Processing of Personal Data of Customer Data Subjects is necessary for one or more of the following reasons:

- Performing a contract to which the Customer Data Subject is a party;
- Legitimate interests of AT&T, such as performing its contract obligations or exercising its legal or contract rights with respect to Customer;
- Complying with AT&T's legal obligations;
- Protecting the vital interests of the Customer Data Subject or another natural person; or
- Performing a task carried out in the public interest.

GP-18.4.2. Subject Matter of Processing

Section Effective Date: 25-May-2018

The subject matter of AT&T's Processing of Personal Data of Customer Data Subjects is the support of Customer's communications, networking and related needs and the provision of Services to address those needs, as more fully reflected in the Service Agreement.

GP-18.4.3. Duration of Processing

Section Effective Date: 25-May-2018

Personal Data of Customer Data Subjects generally will be Processed for so long as AT&T continues to maintain a business relationship with Customer.

When AT&T is a Processor and Customer is a Controller (or AT&T is a Sub-Data Processor and Customer is a Processor), at the written election of Customer, Personal Data of Customer Data Subjects will be deleted or returned to Customer when it is no longer needed for the purposes for which it was collected, as otherwise set forth in the Service Agreement, or as may be required or allowed by law.

GP-18.4.4. Categories of Personal Data Processed

Section Effective Date: 25-May-2018

AT&T generally Processes the following categories of data, which may include Personal Data of Customer Data Subjects:

 Business contact information, which may include name, job title, employer, address, phone number, email address, instant messaging user name, and similar data ("Business Contact Data");

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- Data that identifies a device from which (or to which) electronic communications are sent (or received), which data may include Internet Protocol IP) address, Media Access Control (MAC) address, International Mobile Equipment Identity (IMEI) number, International Mobile Subscriber Identity (IMSI) number, Serial Number, and Unique Device Identifier (UDID) ("Device Identification Data");
- Data processed in an electronic communications network for the purposes of transmitting, distributing, or exchanging electronic communications content (but not including the electronic communications content), including data used to trace and identify the source and destination of a communication, data on the location of the device generated in the context of providing electronic communications services, and the date, time, duration, and type of communication, ("Electronic Communications Metadata"); and
- User name, password, personal identification number, password hints, and similar data used to authenticate users in connection with the use of the Services or access to information related to the Services ("Authentication Data").

AT&T generally does not Process any special categories of Personal Data of Customer Data Subjects.

AT&T may Process the following additional categories of data, which may include Personal Data of Customer Data Subjects, in connection with Services providing specific capabilities:

• Data recorded at the election of Customer or User, such as teleconference recordings and related materials, voicemail greetings and messages, and video feeds of Customer content ("Recorded Customer Content").

GP-18.4.5. Purpose of Processing

Section Effective Date: 25-May-2018

AT&T generally Processes Personal Data of Customer Data Subjects for purposes of:

- Providing the Services;
- Performing its obligations and exercise its rights under the Service Agreement, including performing related activities and functions;
- Complying with its legal obligations; and
- Evaluating, supporting and enhancing the performance, efficiency and security of the Services.

GP-18.4.6. Nature of Processing

Section Effective Date: 25-May-2018

The Personal Data of Customer Data Subjects is subject to automated and manual Processing operations, which may include:

- Provisioning, testing, delivering, monitoring, maintaining, managing, and deprovisioning the Services or Service Components;
- Transmitting electronic communications;
- Monitoring and analyzing network utilization/network management information;

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- Identifying and resolving service performance issues;
- Creating, storing and providing reports and related data;
- Enabling access to AT&T facilities and systems;
- Creating and delivering bills and receiving, investigating, and responding to billing inquiries;
- Storing and maintaining contract documents and related materials;
- Managing network devices;
- Compiling and maintaining device inventory records;
- Managing projects;
- Communicating with Customer Data Subjects regarding the Services;
- Recording, uploading, storing, retrieving, playing/displaying, and/or deleting Recorded Customer Content.
- Providing other functions in support of the Services provided to Customer; and
- Transferring Personal Data to Restricted Jurisdictions in connection with any of the other operations listed in this Section

GP-18.5. AT&T's Role

Section Effective Date: 25-May-2018

AT&T is the Data Controller when it determines the means and purposes of the Processing including but not limited to when it:

- Transmits electronic communications across the AT&T network using electronic communications metadata;
- Analyzes electronic communications metadata for purposes of quality assurance and service enhancement:
- Executes and manages contracts;
- Bills for AT&T Services, including responding to bill inquiries;
- Grants Customer access to AT&T portals or systems; or
- Uses business contact data to communicate with customer personnel about issues related to Services.

AT&T is Data Processor when it Processes Personal Data on behalf of the Data Controller including but not limited to when it:

- Manages access to Customer tools or systems;
- Manages devices in Customer's LAN environment that Process Personal Data;
- Analyzes Customer traffic on behalf of Customer including for other value-added services; or
- Performs functions identified in a specific Service Guide Title or in the Service Agreement as a Processor function.

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AT&T Service Guide: General Provisions & Glossary

GP-19. Glossary

Section Effective Date: 31-Aug-2020

	AT&T Service Guide Glossary
Term/Abbreviation	Definition
ABN	AT&T Business Network
ADI	AT&T Dedicated Internet (ADI) formerly known as AT&T Managed Internet Service (MIS)
APS	AT&T Packet Services
AT&T	"AT&T" is generally defined in Customer's Service Agreement. If not defined in Customer's Service Agreement, AT&T means the AT&T Affiliate that enters into the Service Agreement with Customer, or any permitted assignee or successor in interest of such AT&T Affiliate. For purposes of this definition, an AT&T Affiliate means AT&T Corp. or an entity that controls, is controlled by or is under common control with AT&T Corp. but excludes entities that are Incumbent Local Exchange Carriers in the US.
AT&T Equipment	AT&T Equipment is equipment owned by AT&T or its suppliers, located at a Customer Site, and used in the provision of service to Customer.
AT&T ILEC Areas	Areas in the following states where an AT&T affiliate is the ILEC: Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Texas, Tennessee and Wisconsin.
AT&T Network	the AT&T-managed Network used by AT&T to provide services to Customers
AT&T POP	An AT&T-managed POP that provides access to the AT&T Network. The services available may vary from one AT&T POP
AT&T Toll-Free Number	A Toll-Free Number for which AT&T acts as RespOrg (using the RespOrg Code of ATX01)
ATM	Asynchronous Transfer Mode
Basic Telecommunications Services	Telecommunications Services as defined in the US Communications Act, 47 U.S.C. §153
Business Day	Monday through Friday, excluding AT&T recognized holidays.
channel	A transmission path for communications between two points
Channel Service Unit Functionality	Equipment which performs the functions of: (1) properly terminating a US Domestic T1 or DS0 Access Channel (DDLC1 or DDLC2), (2) regeneration of signals and (3) recognition and correction of signal format errors.
CNMI	The Commonwealth of the Northern Mariana Islands (includes Saipan)
CSU/DSU	Channel Service Unit/Data Service Unit (equipment that provides the interface between a Local Access circuit and a Customer router)
Customer	The person or legal entity that orders service (either directly or through an agent) and is responsible for payment of charges for the service

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This document reflects the Service Guide in effect as of October 14, 2020

AT&T Service Guide: General Provisions & Glossary

AT&T Service Guide Glossary				
Term/Abbreviation	Definition			
Customer Site	The location at which AT&T service is provided, including the premises of Customer or User			
DSE	Dedicated Satellite Extension			
Domestic or US Domestic	within the US			
DNS	Domain Name System			
Due Date	Date specified by AT&T for completion of an installation, change or disconnect of a Service Component			
EaaS	Equipment as a Service			
Force Majeure Condition	a force majeure condition as described in Customer's Service Agreement, or, if not described in Customer's Service Agreement, as described in the standard AT&T Business Services Agreement for "Acts Beyond Control" (see http://www.att.com/agreement)			
FCC	The US Federal Communications Commission			
Gateway	an AT&T POP from which AT&T-provided Overseas or Off-Shore Channels are furnished.			
Global Satellite Service	A long distance voice call that terminates to a location served by a satellite service, using a country code of 8816, 8817 or 88216			
HSIA-E	AT&T High Speed Internet - Enterprise (HSIA-E) (fka AT&T Business DSL Internet Service (DSL))			
ICB	Individual Case Basis – Services provided on an ICB basis are subject to individual confirmation by AT&T with respect to availability, prices, and other terms			
ILEC	Incumbent Local Exchange Company			
ILLE	International Leased Line Extension			
Interconnected VoIP Services	Interconnected Voice over Internet Protocol (VoIP) Services as defined by the FCC in 47 CRF part 9.			
International	outside the US, or between a point in the US and a point outside the US			
International Freephone Number	An international freephone or international toll-free number issued in a country other than the US or Canada in accordance with the standards applicable in that country (including a Universal International Freephone Number assigned in accordance with International Telecommunication Union standards).			
IP Service Capabilities	Service Capabilities provided using Internet Protocol transport, such as AT&T Dedicated Internet (ADI), as described in a particular Service Guide.			
ISDN	Integrated Services Digital Network			
LEC	Local Exchange Company			

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AT&T Service Guide: General Provisions & Glossary

AT&T Service Guide Glossary					
Term/Abbreviation	Definition				
Local Access and Transport Area (LATA)	A geographic area established for the provision and administration of communications services. It encompasses one or more designated exchanges which are grouped to serve common social, economic and other purposes.				
Local Access Service Capabilities	Local Channel Services (such as Terrestrial 1.544 Mbps (T1.5) Local Channel Service) used primarily to provide a dedicated channel for transmission between a Customer Site in the US and an AT&T POP in the US, for connection to another AT&T Service or Service Capability.				
Local Exchange Company	An entity that provides (a) telephone exchange service or (b) access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.				
Local Voice Service Capabilities	Local voice services as described in AT&T State Tariffs.				
Long Distance Voice Service Capabilities	Long Distance Voice Service Capabilities include Outbound Long Distance Direct Dialing calls, Toll-Free calls, Long Distance Operator Assistance calls (and other Special Handled calls), Long Distance Directory Assistance calls, and other capabilities described in a particular Service Guide.				
Main Billed Account	The account associated with Customer's service to which charges for Long Distance Voice calls are billed.				
Mexican Service Area	The geographic area within Mexico, generally identified in the Mexican Service Area Table.				
Mobile Terminated Call	A call that terminates over mobile access or a similar arrangement (or uses a routing code established for mobile access or similar arrangements).				
Most of World	Outside of the United States				
NNI	Network to Network Interconnection				
NPA	Numbering Plan Area – The three-digit number, commonly referred to as the Area Code, associated with telephone numbers in the United States, Canada, or the Caribbean, and established in accordance with the North American Number Plan. NPA may also refer to the geographic area served by the same Area Code.				
NPA-NXX	The first six digits of a telephone number consisting of the Numbering Plan Area (NPA) and the Central Office Code (NXX) for the serving ILEC SWC.				
Packet Service Capabilities	Packet Service Capabilities include ATM Service, Frame Relay Service, and related services such as AT&T Integrated Network Connection Service (INCS).				
PBX	Private Branch Exchange – a form of telephone system installed at a Customer Site that switches calls between on-site users and external connections.				
Point-of-Connection	an AT&T POP where a private line service may be connected with services provided by others to Alaska or to international locations.				

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AT&T Service Guide Glossary					
Term/Abbreviation	Definition				
POP	Point of Presence – a location at which a service provider provides access to its network. A location may be an AT&T POP for one or more purposes.				
Private Line Service Capabilities	Private Line Services that are primarily comprised of private lines between AT&T POPs in the US (such as AT&T ACCUNET T1.5 Service) or international private lines between an AT&T POP in the US and a Customer Site outside the US (such as AT&T International Full-Channel Service), as described in a particular Service Guide.				
PSTN	Public Switched Telephone Network – the traditional, circuit-switched telecommunications network.				
PVC	Permanent Virtual Circuit – a Service Component used in the provision of ATM and FRS.				
RespOrg	Responsible Organization – the entity chosen by a toll-free subscriber to manage and administer the appropriate records in the toll-free Service Management System for the toll-free subscriber.				
RNA	Ring-No-Answer – a call that rang through to the destination, but was unanswered.				
Service Agreement	The contract under which AT&T provides service to Customer.				
Service Capability	A capability of a particular AT&T service. For example, see Long Distance Voice, Packet and IP Service Capabilities				
Service Component	An individual component of an AT&T service provided under the Service Guide.				
State Tariff	The standard AT&T service descriptions, pricing and other provisions filed by AT&T (or its affiliate) with the appropriate regulatory commission having jurisdiction respecting an intrastate AT&T service, as revised by AT&T (or its affiliate) from time to time. In the event a State Tariff is withdrawn, or tariffing is no longer permitted or required by the appropriate regulatory commission, references to the State Tariff shall be deemed to refer to the corresponding applicable provisions of the AT&T Service Guide.				
SWC	The serving wire center from which the Customer's Site or AT&T POP would normally obtain dial tone from the Local Exchange Company.				
Toll-Free Number	A US or Canada telephone number with an 8YY Special Access Code (800, 888, 877, etc.).				
US	The fifty United States, the District of Columbia, Puerto Rico, the US Virgin Islands, Guam, CNMI and American Samoa.				
US Mainland	The 48 contiguous United States and the District of Columbia.				
User	Anyone who uses or accesses any service provided by AT&T under Customer's Service Agreement, but excluding unauthorized parties that use or access a Service without Customer's knowledge and after Customer has taken commercially reasonable steps to prevent such unauthorized access.				

Applicability of Section

Does not apply to AT&T Business Messaging, AT&T Detect and Connect Solutions™
 Commerce Connect Services, AT&T Fleet Management (fka AT&T Fleet Management)

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for Enterprise), AT&T Fleet Manager, AT&T Global IP Voice Service, AT&T Global Smart Messaging Suite, AT&T Near Field Communications Connect Services, AT&T Office@Hand, AT&T Office@Hand (v2.0), AT&T Smart Grid Solutions – Prepay Energy, Micron IoT Devices, Sercomm SM-ATK02 Asset Tracker Solution, and Sonim XPi device with AT&T IoT Service.

Applies to all other Services.

End of Service Guide

The AT&T Business Service Guide is subject to change by AT&T from time to time. See http://serviceguidenew.att.com for current version.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/3/20 Estimate of time required: **Agenda:** Consent [] Regular agenda [x] Public hearing required []

- 1. **Title:** Discussion / possible action regarding disposal of a walk-through body scanner/metal detector to be sold or donated to another law enforcement agency.
- 2. **Recommended motion:** Discussion / possible action regarding disposal of a walk-through body scanner/metal detector to be sold or donated to another law enforcement agency.
- 3. Prepared by: Brandy Gavenda, Admin. Asst.

Department: Storey County Sheriff's Office **Telephone:** 775-847-0959

- 4. **Staff summary:** Discussion / possible action regarding disposal of a walk-through body scanner/metal detector to be sold or donated to another law enforcement agency.
- 5. Supporting materials: None 6. Fiscal impact: None Funds Available: Fund: Comptroller

7. Legal review required: District Attorney

8. Reviewed by: X Department Head

Department Name: Sheriff, Gerald Antinoro

County Manager

Other agency review:

9. Board action:

Approved Denied

Approved with Modifications Continued



Storey County Board of County Commissioners Agenda Action Report

Meeting date: November 2, 2020	Estimate of time required: 10 Min X] Public hearing required []				
Agenda: Consent [] Regular agenda [
Storey County Fire Protection Dof a new ambulance. This cost is	on: Consideration and possible approval to reimburse the district an amount not to exceed \$88,000.00, for the retrofit is directly related to the COVID-19 Pandemic from March 020. The funds would be reimbursed from Storey County's				
amount not to exceed \$88,000.0 retrofit of a new ambulance. This funds will be reimbursed from S	mmissioner) move to approve the reimbursement of an to the Storey County Fire Protection District for the s cost is directly related to the COVID-19 Pandemic. The torey County's allocation of CARES Act funds upon of payment by the Storey County Fire Protection District.				
3. Prepared by: Lara Mather Department: Community Relations	Telephone: 847-0986				
4. Staff summary: See attached.					
5. Supporting materials: Quote and lis	et of materials from Zoll Medical Corporation.				
6. Fiscal impact:					
Funds Available:	Fund: Comptroller				
7. Legal review required:	District Attorney				
8. Reviewed by: Department Head	Department Name: Commissioner's Office				
County Manager	Other agency review:				
9. Board action: [] Approved [] [] Denied []	Approved with Modifications Continued				
	Agenda Item No. 15				

Agenda	Item	No.	
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Staff Summary:

The Storey County Fire Protection District has a new ambulance that is being readied for service. The ambulance will need to be fitted with monitors for obtaining patient vital signs, a ventilator, portable suction unit and an auto pulse that is used for CPR.

The items requested fall under the CARES Act Funding guidelines for eligible costs as outlined in the *Coronavirus Relief Fund Terms and Conditions for Local Governments*, section 1, subsection c, "emergency medical response, including emergency medical transportation related to COVID-19."

The Storey County Fire Protection District is requesting \$87,487.10 in reimbursement through the County's CARES Act fund allocation.



TO: Storey County Fire Department

145 C Street

Virginia City, NV 89440

Attn: Nick Revelle, Paramedic

email: nrevelle@storeycounty.org

-

ZOLL Medical Corporation

Worldwide HeadQuarters 269 Mill Rd Chelmsford, Massachusetts 01824-4105 (978) 421-9655 Main (800) 348-9011 (978) 421-0015 Customer Support

QUOTATION 360726 V:3

DATE: October 19, 2020

FEDERAL ID#: 04-2711626

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM MODEL NUMBER DESCRIPTION QTY. UNIT PRICE DISC PRICE 1 6 0 1 - 2 2 3 1 0 1 1 - 0 1 X Series ® Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, 2 \$40,020.00 \$28,014.00	**************************************
	\$56,028.00 *
comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. **Accessorles Included:** - MFC cable - MFC CPR connector - A/C power adapter/ battery charger - A/C power adapter/ battery charger - A/C power cord - One (1) roll printer paper - 6.6 Ah Li-ion battery - Carry case - Declaration of Conformity - Operator's Manual - Quick Reference Guide - One (1)-year EMS warranty **Advanced Options:** Real CPR Help Expansion Pack - CPR Dashboard quantitive depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) - See - Thru CPR artifact filtering **ZOLL Noninvasive Pacing Technology:**	

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSHTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

- 1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- 2. PRICES QUOTED ARE VALID FOR 60 DAYS.
- 3. APPLICABLE TAX. SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
- 4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
- 5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
- 6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.

Kimberly Tanner Account Executive 916-798-7644



TO: Storey County Fire Department

145 C Street

Virginia City, NV 89440

Attn: Nick Revelle, Paramedic

email: nrevelle@storeycounty.org

ZOLL Medical Corporation

Worldwide HeadQuarters 269 Mill Rd

Chelmsford, Massachusetts 01824-4105

(978) 421-9655 Main

(800) 348-9011

(978) 421-0015 Customer Support

FEDERAL ID#: 04-2711626

QUOTATION 360726 V:3

DATE:

October 19, 2020

TERMS:

Net 30 Days

FOB:

Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIP	PTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
		Masimo Pulse Oximetry SP02 & SpCO Signal Extraction Technoral Rainbow SET (for Sp0 NIBP Welch Allyn includes: Smartcuff 10 foot Dual L SureBP Reusable Adul End Tidal Carbon Dioxide mor Oridion Microstream Technology Order required Microstream tu Interpretative 12- Lead ECG: 12-Lead one step ECG colimb lead cable and removable precordial 6-	umen hose It Medium Cuff Ittoring (ETCO2) Igy: bing sets separately able- includes 4- Lead					
2	8000-0341	SpO2/SpCO/SpMet Rainbow F Cable: Connects to Single Us	5 Sec. 1986 Sec. 1985 Sec. 1986 Sec.	2	\$245.00	\$171.50	\$343.00	*
3	8000-000371	SpO2/SpCO/SpMet Rainbow I with connector (3 ft)	DCI Adult Reusable Sensor	2	\$845.00	\$591.50	\$1,183.00	*

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Kimberly Tanner Account Executive 916-798-7644

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TO: Storey County Fire Department

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Attn: Nick Revelle, Paramedic

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FEDERAL ID#: 04-2711626

QUOTATION 360726 V:3

DATE: October 19, 2020

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ITEM	MODEL NUMBER	DESCRIPTIO		QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
4	8000-0580-01	Six hour rechargeable Smart batte	ery	4	\$519.75	\$346.50	\$1,386.00	*
5	8700-0730-01	AutoPulse® System with Pass Thr consistent and uninterrupted chest offering improved blood flow during Includes Backboard, User Guide, Q Shoulder Restraints, Backboard Ca Immobilizer, Grip Strips, In-service year warranty.	compressions, cardiac arrest. uick Reference Guide, ible Ties, Head	2	\$10,995.00	\$10,665.15	\$21,330.30	*
6	8700-0706-01	LifeBand® 3 pack - Single-use che (3 per package)	est compression band.	4	\$375.00	\$363.75	\$1,455.00	*
7	8700-0752-01	AutoPulse® Li-Ion Battery - for us AutoPulse Platform.	se with the	6	\$825.00	\$800.25	\$4,801.50	*
8	8700-000850-40	AutoPulse® Quick Case, Blue - Al case and patient moving sheet for the Resuscitation System.	, .	2	\$495.00	\$480.15	\$960.30	**
		*Reflects Lake Tahoe Region Contract P	BOND IF STREET, STREET STREET,					
		**Reflects Disco						

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TOTAL

\$87,487.10

Kimberly Tanner Account Executive 916-798-7644



Storey County Board of Fire Commissioners Agenda Action Report

Meetir	ng date: November 2, 2020	Estimate of time required: 10			
Agend	a: Consent [] Regular agenda [λ	[] Public hearing required []			
1.	. Title: Approval of a request for medical leave of absence without pay per Article 39 of the Collective Bargaining Agreement between the Storey County Fire Protection District and the Storey County Fire Fighters' Association, IAFF Local 4227.				
2.	Recommended motion: In accordance with the recommendation of the Fire Chief and HR Director, I (commissioner) motion to approve a six month medical leave of absence for a Firefighter in conformance with Article 39 of the Collective Bargaining Agreement between the Storey County Fire Protection District and the Storey County Fire Fighters' Association, IAFF Local 4227.				
3.	Prepared by: Tobi Whitten, HR	Director			
	Department: Human Resources	Telephone: 847-0968			
4.	medical leave of absence. The ci and analyzed and it is recommend	or and Fire Chief have received a request for a six month recumstances surrounding this request have been reviewed ded this request be approved in accordance with the and the collective bargaining agreement.			
5.		9 of the Collective Bargaining Agreement between the strict and the Storey County Fire Fighters' Association,			
6.	Fiscal impact:				
	Funds Available: N/A F	und: Comptroller			
7.	Legal review required:	District Attornay			
8.	Reviewed by: Department Head	District Attorney Department Name: Fire District			
0	County Manager	Other agency review:			
9.	Board action: [] Approved [] [] Denied []	Approved with Modifications Continued			



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11-02-2020	Estimate of time required: 0 - 5
Agenda: Consent [] Regular agenda	[X] Public hearing required []
1. Title: Business License Second Rea	adings Approval
2. Recommended motion: Approval	
3. Prepared by: Ashley Mead	
Department: Community Develop	ment Telephone: 847-0966
approved unless, for various re follow-up letter noting those to Commission Meeting. The bus business license holder.	of submitted business license applications are normally easons, requested to be continued to the next meeting. At the be continued or approved will be submitted prior to the siness licenses are then printed and mailed to the new
5. Supporting materials: See attached	d Agenda Letter
6. Fiscal impact:	
Funds Available:	Fund: Comptroller
7. Legal review required:	District Attorney
8. Reviewed by: X Separtment blead County Manager	Department Name: Community Development Other agency review:
9. Board action: [] Approved [] Denied [Approved with Modifications Continued

Storey County Community Development



110 Toll Road ~ Gold Hill Divide P O Box 526 ~ Virginia City NV 89440

(775) 847-0966 ~ Fax (775) 847-0935 CommunityDevelopment@storeycounty.org

To:

Vanessa Stephens, Clerk's office Austin Osborne, County Manager October 22, 2020

Via Email

Fr:

Ashley Mead

Please add the following item(s) to the November 2, 2020

COMMISSIONERS Consent Agenda:

LICENSING BOARD **SECOND READINGS:**

- A. Bighorn Glass and Window Contractor / 3656 Research Way #35 ~ Carson City, NV
- B. Komatsu Americs Corp. Out of County / 8770 W. Bryn Mawr Ave. Ste 100 ~ Chicago, IL
- C. Mountain Masonry Contractor / 1839 Chaise Dr. ~ Carson City, NV
- D. Onsite Innovations, LLC Out of County / 501 Fairmount Ave. Ste 302 ~ Towson, MD
- E. Comstock Pottery and Tile, LLC General / 107 E. Washington ~ Virginia City, NV
- F. Conveyco Technologies, Inc. Contractor / 47 Commerce Dr. ~ Bristol, CT

Ec: Community Development Commissioner's Office

Planning Department Comptroller's Office

Sheriff's Office