



Contract Service Arrangement Agreement

Case Number MS15-1649-00

This Contract Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, LLC d/b/a AT&T Mississippi ("Company") and Madison County ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber & Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the



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tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Mississippi.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, LLC d/b/a AT&T Mississippi
Assistant Vice President
11 Myrtle Landing
Hattiesburg, MS 39402-

Subscriber

Madison County
1633 West Peace Street
Canton, MS 39046-

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.



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11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.



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Offer Expiration: This offer shall expire on: 11/14/2015.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides rate elements for local and data service within the State of Mississippi:

- Business Lines as part of Basic Local Service
- BellSouth® Centrex service for multiple systems
- BellSouth® Metro Ethernet service
- BellSouth® Primary Rate ISDN - Voice/Data (Standard) service
- MegaLink® service

The service period for this Agreement is thirty-six (36) months.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Madison County

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
BellSouth Telecommunications, LLC d/b/a AT&T Mississippi

By: _____
Authorized Signature

Printed Name: _____

Title: _____



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Date: _____



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	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$.00	\$32.40	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$.00	\$32.40	1FBCL
3	Grouping Service, Business, Flat Rate Service -Per line, trunk, or NAR	\$.00	\$.00	HTG
4	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Busy Line Multipath or Customer Control of Call Forwarding Busy Line Multipath -Per call forwarding path in excess of ten paths	\$.00	\$1.81	CFSBX
5	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath -Per call forwarding path in excess of ten paths	\$.00	\$1.81	CFSDX



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6	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Variable Multipath or Remote Access - Call Forwarding Variable Multipath -Per call forwarding path in excess of ten paths	\$.00	\$2.58	CFSVX
7	Call Forwarding-3Way Calling	\$.00	\$4.03	ER5
8	Call Waiting and 3Way Calling	\$.00	\$4.03	ER9
9	Call Forwarding-Call Waiting	\$.00	\$4.62	ES7
10	Custom Calling Services, Business/Business PBX, Non-Packages, Three-way Calling -Per central office per line/trunk equipped	\$.00	\$1.20	ESC
11	Custom Calling Services, Business/Business PBX, Non-Packages, Three-Way Calling with Transfer (Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the call.)	\$.00	\$1.20	ESCWT



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12	Custom Calling Services, Business/Business PBX, Non-Packages, Speed Calling (30-code) -Per central office per line/trunk equipped	\$.00	\$1.20	ESF
13	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Variable -Per central office per line/trunk equipped	\$.00	\$1.20	ESM
14	Custom Calling Services, Business/Business PBX, Non-Packages, Call Waiting -Per central office per line/trunk equipped	\$.00	\$1.20	ESX
15	Call Forwarding, Call Waiting and 3Way Calling	\$.00	\$5.57	ETC
16	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Busy Line -Per central office per line/trunk equipped	\$.00	\$1.20	GCE
17	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Don't Answer -Per central office per line/trunk equipped	\$.00	\$1.20	GCJ



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18	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Don't Answer - Ring Control -Per central office per line/trunk equipped	\$.00	\$1.20	GCJRC
19	Custom Calling Services, Business/Business PBX, Non-Packages, Remote Access - Call Forwarding Variable -Per central office per line/trunk equipped	\$.00	\$2.94	GCZ
20	Custom Calling Services, Business/Business PBX, Non-Packages, Customer Control of Call Forwarding Don't Answer -Per central office per line/trunk equipped	\$.00	\$3.36	GJC
21	Custom Calling Services, Business/Business PBX, Non-Packages, Customer Control of Call Forwarding Busy Line -Per central office per line/trunk equipped	\$.00	\$3.36	GJP
22	Area Calling Plan, Business Line, Economy Service Option, Per line	\$.00	\$24.00	1S8
23	Area Calling Plan, Business Line, Standard Service Option, Per line	\$.00	\$24.00	1ZJ



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24	Usage Package Economy Service	\$.00	\$.00	UPPO1
25	Usage Package Standard Service	\$.00	\$.00	UPPO2
26	Grouping Service, Business, Area Calling Plan	\$.00	\$.00	HTGLO
27	Star 98 to Voice Mail	\$.00	\$0.84	S98VM
28	BellSouth® Centrex service, Payment Plan 5, Standard common equipment, each	\$.00	\$60.00	M1ACS
29	BellSouth® Centrex service, Payment Plan 5, Common equipment customized by the Company at the subscriber's request, each	\$.00	\$60.00	M1ACC
30	BellSouth® Centrex service, Standard Features, per station line, each	\$.00	\$3.95	CENAA
31	BellSouth® Centrex service, Payment Plan 5, Station Links, Flat Rate, each	\$.00	\$7.26	M4LFA



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32	BellSouth® Centrex service, Payment Plan 5, Station Links for 800 Service Termination, Flat Rate, each	\$.00	\$7.26	M4LFB
33	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFC
34	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFD
35	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFE
36	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFF
37	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFG
38	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFT



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39	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFU
40	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFV
41	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LF3
42	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID, Flat Rate, each	\$.00	\$7.26	M4LFH
43	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID and Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFW
44	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped for Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFJ
45	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	\$.00	\$7.26	M4LFM



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46	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFO
47	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFP
48	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFQ
49	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFR
50	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LFS
51	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LF4
52	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LF5



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53	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LF6
54	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each	\$.00	\$7.26	M4LF7
55	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each	\$.00	\$7.26	M4LFZ
56	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each	\$.00	\$.00	M4LF9
57	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each	\$.00	\$.00	M4LF2
58	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different premises from station link on non-continuous property, each	\$.00	\$7.26	M1FNX



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59	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different premises from station link on same continuous property, each	\$.00	\$7.26	M1FCX
60	BellSouth® Centrex service, Payment Plan 5, Extended Bridged Links, extended to different premises, different serving wire center, each	\$.00	\$7.26	M1FEX
61	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate	\$.00	\$3.60	M9QOX
62	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate	\$.00	\$3.60	M9Q1X
63	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	\$.00	\$3.60	M9QCX
64	Grouping Service, Business, per NAR made rotary	\$.00	\$.00	HTG
65	Surrogate Client Number (Voice Messaging Identification Number)	\$.00	\$2.52	SMV
66	BellSouth® Centrex service, Payment Plan 5, Station Links, Measured Rate, each	\$.00	\$7.26	M4LRA



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67	BellSouth® Centrex service, Payment Plan 5, Station Links for 800 Service Termination, Measured Rate, each	\$.00	\$7.26	M4LRB
68	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/PSET (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRC
69	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5009 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRD
70	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5209 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRE
71	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5112 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRF
72	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5312 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRG



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73	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5008 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRT
74	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5208 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRU
75	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5216 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRV
76	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5316 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LR3
77	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID, Measured Rate, each	\$.00	\$7.26	M4LRH
78	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID and Message Waiting Lamp Indication (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRW
79	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped for Message Waiting Lamp Indication (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRJ



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80	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center, Measured Rate, each	\$.00	\$7.26	M4LRM
81	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/PSET (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRO
82	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5009 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRP
83	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5209 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRQ
84	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5112 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRR
85	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5312 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LRS



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86	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5008 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LR4
87	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5208 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LR5
88	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5216 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LR6
89	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5316 (DMS-100 only), Measured Rate, each	\$.00	\$7.26	M4LR7
90	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Measured Rate, each	\$.00	\$7.26	M4LRZ
91	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Measured Rate, each	\$.00	\$.00	M4LR9



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92	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Measured Rate, each	\$.00	\$.00	M4LR2
93	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different premises from station link on non-continuous property, each	\$.00	\$ 7.26	M1FNX
94	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different premises from station link on same continuous property, each	\$.00	\$ 7.26	M1FCX
95	BellSouth® Centrex service, Payment Plan 5, Extended Bridged Links, extended to different premises, different serving wire center, each	\$.00	\$ 7.26	M1FEX
96	MemoryCall Announcement - 1 Minute	\$.00	\$ 11.94	CCRA1
97	MemoryCall Announcement - 3 Minutes	\$.00	\$ 23.94	CCRA3
98	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Measured Rate	\$.00	\$ 3.60	M9QCR



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99	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Measured Rate	\$.00	\$3.60	M9Q1R
100	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Measured Rate	\$.00	\$3.60	M9QOR
101	MemoryCall Answering Svc Plus 90 Minutes of Use Per Mailbox	\$.00	\$8.35	MBB
102	MemoryCall Voice Mail Flat Rt	\$.00	\$10.88	MBBBF
103	MemoryCall Answering Include 90 Min Use-Each Mailbox	\$.00	\$6.68	SMBBX
104	MemoryCall Transfer Mailbox	\$.00	\$3.00	TRMBX
105	BellSouth® Metro Ethernet Service, 10 Mbps Basic Connection, per connection	\$.00	\$367.00	MTEBA
106	BellSouth® Metro Ethernet Service, 100 Mbps Basic Connection, per connection	\$.00	\$648.00	MTEBB



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107	BellSouth® Metro Ethernet Service, 1 Gbps Basic Connection, per connection	\$.00	\$1,053.00	MTEBC
108	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 10 through 25 airline miles, per 10 through 99 Mbps Connection	\$.00	\$.00	MTEMA
109	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 10 through 25 airline miles, per 100 through 499 Mbps Connection	\$.00	\$.00	MTEMB
110	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 10 through 25 airline miles, per 500 Mbps through 1 Gbps Connection	\$.00	\$.00	MTEMC
111	MegaLink® service, Digital Local Channel, each	\$.00	\$120.00	D1GLC
112	Interoffice Channel, each channel 9-25 miles, fixed component	\$.00	\$64.80	1LNO2
113	Interoffice Channel, each channel 9-25 miles, each airline mile or fraction thereof	\$.00	\$6.00	1LNOB



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114	Clear Channel Extension Superframe Format	\$.00	\$.00	CCOEF
115	MegaLink® Service Establishment Charge, per entire MegaLink®	\$.00	\$.00	MGLSE
116	MegaLink® service, premises visit, per visit	\$.00	\$.00	MGLPV



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NOTES:

1. EARLY TERMINATION

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

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

The foregoing shall not apply to Services provided by the AT&T ILEC affiliate in Connecticut.

2. EVOLUTION OF SERVICE

AT&T may replace the Metro Ethernet Service with AT&T Switched Ethernet Service ("Successor Service"). The Parties will cooperate in migrating to the Successor Service to help avoid any unintended interruptions. If AT&T replaces the Service with a Successor Service and the replacement has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after the Service is replaced. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

3. NON-APPROPRIATIONS

If the legislature fails to appropriate, or authorize the expenditure of, sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, the contract shall terminate on the date said funds are no longer available, without any termination charges or other liability incurring to Subscriber. Subscriber shall provide the Company with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, Company shall not prohibit or otherwise limit Subscriber's right to pursue, and contract for, alternate solutions and remedies as deemed necessary by Subscriber for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

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END OF ARRANGEMENT AGREEMENT OPTION 1