

**AT&T DS3 Service Agreement  
Illinois Century Network Access**

This Agreement ("Agreement") is entered into as of the date of the last signature hereto (the "Effective Date") between SBC Global Services, Inc. dba AT&T Global Services, on behalf of Illinois Bell Telephone Company dba AT&T Illinois with offices at 225 West Randolph Street, Chicago, Illinois 60606 ("AT&T"), and [Enter Customer's Legal Business Name] with offices at ("Customer").

In consideration of the covenants and undertakings herein, the parties agree as follows:

1. **Description of Service** - In accordance with the terms and conditions herein, AT&T shall provide 44.736 MBPS High Capacity Digital Service Channel ("DS3 Service") for data and/or video transport between (i) two Illinois Century Network ("ICN") sites, (ii) between an ICN site, or ICN Central Office Multiplexer, and an applicable state agency/constituent, including state government municipalities, hospitals, educational facilities, libraries and museums., or (iii) between two applicable state constituents as designated on page 3. Meet point circuits may not be ordered under this Agreement.
2. **Term** - The term for providing the DS3 Service corresponds to the term payment plan selected by Customer on page 3. Upon completion of the DS3 Service term, Customer may continue receiving the DS3 Service at the then-current rates under any available payment plan. If Customer does not select a new payment plan and does not request discontinuance of the DS3 Service prior to expiration of the term, the month-to-month tariff rates in effect at such time will automatically apply.
3. **Rates** - Customer shall pay the Monthly Charge shown on page 3, which shall not be subject to increases during the term of this Agreement. Where facilities do not exist special construction charges may apply. All invoices from and payments due to AT&T shall be made in accordance with AT&T's standard billing procedures. AT&T shall waive 100% of the Nonrecurring Charge for a thirty-six (36) or sixty (60) month term.
4. **Applicable Tariff Regulations** - The general regulations of AT&T under ICC No. 21 applicable to communications service apply to the DS3 Service provided hereunder. The regulations of ICC No. 19, Part 15, Section 3, apply to the DS3 Service provided hereunder, unless they are inconsistent with the terms of this Agreement. In the event of an inconsistency between provisions of the tariff and the terms of this Agreement, the terms of this Agreement shall control.
5. **Installation and Cutover** - Consistent with the availability of certain equipment and facilities on AT&T's side of the Demarcation Point, AT&T shall develop and advise Customer of the installation and cutover schedule. Cutover shall be deemed to have occurred when the DS3 Service is substantially provided to Customer. If AT&T's performance is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure condition, AT&T shall have the right to extend cutover for a reasonable period of time, at least equal to the period of such delay. If Customer cancels this Agreement before the DS3 Service is established, Customer shall reimburse AT&T for all expenses incurred in processing the order and in installing the required equipment and facilities.
6. **Service and Maintenance Obligations** - AT&T represents to Customer that the DS3 Service will operate materially in accordance with the service description set forth in the tariff. If, under normal and proper use, the DS3 Service fails to perform substantially as specified above, and Customer notifies AT&T within the term, AT&T shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service problems seven (7) days per week and twenty-four (24) hours per day. AT&T's repair obligation does not include damage, defects, malfunctions service degradations or failures caused by Customer's or a third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides AT&T with access on its side of the Demarcation Point so as to enable AT&T to perform maintenance or repair work. In the event of an interruption in the DS3 Service, a credit allowance shall be made for the affected portion of the DS3 Service to the extent specified in ICC No 21, Part 7.

THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AT&T, FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE DS3 SERVICE SHALL BE THE OBLIGATION OF AT&T AS SET FORTH IN THIS AGREEMENT.

7. **Termination for Convenience** - If Customer terminates the DS3 Service prior to expiration of the term, Customer shall be liable to AT&T (1) for the difference between Customer's Monthly Charge herein and the tariff rate in effect at the time of termination for the payment plan that could have been completed during the time the DS3 Service was provided or the Monthly Charge herein for each month remaining in the Term, whichever is less, and (2) for any Non-Recurring Charges waived at installation. Notwithstanding the foregoing, if the DS3 Service is discontinued in the 1<sup>st</sup> through 11<sup>th</sup> months Customer's termination charges will be: 40% X the prevailing 12 month rate X (12 - the number of months the DS3 Service was received) + ([12 Month rate - subscribed rate herein] X number of months in service). During the term, Customer may move one end of a

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DS3 circuit to another location within the same LATA without incurring termination charges provided the following conditions are met:

- (i) the DS3 Service has satisfied the twelve (12) month minimum service period requirement at the old location,
- (ii) Customer subscribes to a new service term at the new location that is equal to, or greater than the remaining period of the term being discontinued at the old location ( a minimum 12 month service term is required at the new location), and
- (iii) no lapse in service occurs.

- 8. Limitation of Damages** - The liability of AT&T for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the DS3 Service, and not caused by the negligence of Customer, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the period of Service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to AT&T.
- 9. Assignment** - Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of AT&T which shall not be unreasonably withheld or delayed.
- 10. Taxes and Additional Charges** - Customer shall remit to AT&T all applicable federal, state and local taxes and all applicable municipal and state charges which arise under this Agreement unless and to the degree Customer furnishes evidence of exemption from any or all such taxes and charges.
- 11. Notices** - Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally or sent by express delivery service, certified mail, postage prepaid, and addressed to the parties at the addresses set forth on the front page. Notices shall be deemed given as of the date of receipt, the next business day when sent via express delivery service or three (3) days after mailing in the case of U.S. mail.
- 12. Publicity** - Neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.
- 13. Severability** - If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
- 14. Waiver** - Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.
- 15. Breach** - Either party may terminate this Agreement, or an appropriate portion of this Agreement if such breach does not affect the entire Agreement, immediately following written notice in the event the other party is in default as to any of its material obligations hereunder, provided (a) the defaulting party receives notice of termination containing a reasonably complete description of the default, and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment.
- 16. Entire Agreement** - This Agreement and the applicable tariff are the complete agreement between the parties and supersede any discussions, representation or proposals, written or oral, concerning the DS3 Service. This Agreement may not be modified except by a writing signed by both parties.
- 17. Jurisdiction** - Based on FCC Rules and Regulations, the attached pricing is offered via the state tariff and is based on customer acknowledgement and certification to AT&T that total interstate traffic (including Internet traffic) on the circuit(s) is 10% or less of the total traffic on the DS3 service.

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**Order Type:**  New Install  Renewal

**Requested Installation Date:**

**Term Payment Plan:** 36 Months

**Monthly Charge:**

**Local Distribution Channels (LDCs)** @ \$900.00 ea x (Qty) = Subtotal

**Channel Mileage Terminations (CMTs)** @ \$190.00 ea x 2 = Subtotal

**Channel Mileage (CM)** @ \$32.00 ea x (Qty) = Subtotal

**DS3/DS1 Mux** @ \$390.00 ea x (Qty) = Subtotal

**Total:**

**Nonrecurring Service Charges:** Waived

**Circuit Location Addresses:**

*Your signature acknowledges that you understand and accept the terms and conditions for DS3 Service and that you are authorized to make the commitments under this Agreement.*

**CUSTOMER**

**AT&T GLOBAL SERVICES**

\_\_\_\_\_  
*Authorized Customer Signature*

\_\_\_\_\_  
*Authorized AT&T Signature*

, Contract Management

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Existing Billing Account Number (if applicable)

Sales Information	Order Information
Channel:	Order Center: <input type="checkbox"/> AIPC <input type="checkbox"/> ABSC
Name:	Center Location:
Phone:	Promotion Code:
Fax:	

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