



### Contract Amendment

Contract No.: 15-91579-121		Amendment No.: 1	
Contract Title: Hosted Voice over Internet Protocol (VoIP) Services			
This Amendment is entered into by and between the State of Wisconsin, <u>Department of Administration,</u> and the Contractor, whose name, address and principal officer appears below.			
Contractor Name AT&T Global Services			
Contractor Address 204 S. Akard St.			
City: Dallas		State: TX	Zip: 75202
Principal Officer:			
The parties wish to change the terms of the above-referenced Contract in the following manner: Amend the current contract rates as reflected in the attached AT&T Integrated Pricing Schedule, Amendment #2.			
Except as expressly changed by this Amendment, the terms, conditions, rights and obligations of Contract No.: 15-91579-121 shall remain in effect unchanged. In the event of any inconsistency or conflict in the Contract and this Amendment, the provision of this Amendment shall control.			

#### To Be Completed by Contractor

For State of Wisconsin  
Department of Administration  
Rick S. Hughes  
Bureau Director

For

AT&T

Company Name

225 W RANDOLPH FL 9C

Address

CHICAGO

IL

60606

City

State

Zip

6-26-14  
Date

By

Venice Lewis  
Printed Name

Signature

**VENICE LEWIS**

Lead - Customer Contracts

Title

06/10/2014 CS-AG337F

Date



AT&amp;T MA Reference No. \_\_\_\_\_

**AT&T INTEGRATED PRICING SCHEDULE**  
(for Telecommunications-Hosted VoIP RFP 28008-LAA)  
State of Wisconsin Contract #15-91579-121  
**AMENDMENT #2**

Customer	AT&T
State of Wisconsin Department of Administration Street Address: 101 E. Wilson City: Madison State/Province: WI Zip Code: 53703 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary AT&T Contact
Name: Terry Birk Title: Telecom Section Chief Street Address: 101 E. Wilson City: Madison State/Province: WI Zip Code: 53703 Country: USA Telephone: 608-267-7355 Fax: Email: <a href="mailto:Terry.Birk@wisconsin.gov">Terry.Birk@wisconsin.gov</a> Customer Account Number or Master Account Number:	Name: Tony Wineinger Street Address: 316 W. Washington Avenue City: Madison State/Province: WI Zip Code: 53703 Country: USA Telephone: 262-574-7211 Fax: Email: <a href="mailto:aw2121@att.com">aw2121@att.com</a> Sales/Branch Manager: Tom Taibl SCVP Name: Roger Blake Sales Strata: GEM Sales Region: MW-GEM <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>

This Pricing Schedule is for the Services set forth in Section 1 of this AT&T Integrated Pricing Schedule and is part of the Agreement between AT&T and Customer State of Wisconsin Contract #15-91579-121.



**AT&T INTEGRATED PRICING SCHEDULE**  
(for Telecommunications-Hosted VoIP RFP 28008-LAA)

**1. SERVICES**

AT&T Service Guides are published at <http://serviceguidenew.att.com/>. At the website, select SG Library from the left menu. Then, select the applicable Service Guide as needed. Service publications are alphabetized within their Category. The following sections of the Service Guide are the only sections applicable for the Services covered by this Pricing Schedule.

Service	Exhibit	Category	Service Publication
AT&T Unified Communications Services	A	Unified Communications and Collaboration	AT&T Unified Communications Services
AT&T TeleConference Services	B	Integrated Offers	AT&T Audio TeleConference Services

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

Pricing Schedule Term	60 months which commenced on October 12, 2012
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Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
AT&T Unified Communications Services	

Pricing Schedule Term Start Date	First day of the first full billing cycle following the Effective Date of this Pricing Schedule
AT&T TeleConference Services	

Effective Date of Rates and Discounts	Applicable Service(s)	Effective Date
	AT&T Unified Communications Services	Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	Applicable Service(s)	Effective Date
	AT&T TeleConference Services	First day of the first full billing cycle following the Effective Date of this Pricing Schedule

**3. MARC**

MARC under this Pricing Schedule	None
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**AT&T INTEGRATED PRICING SCHEDULE**  
(for Telecommunications-Hosted VoIP RFP 28008-LAA)

**EXHIBIT A**  
**AT&T UNIFIED COMMUNICATIONS SERVICES**

**1. PRICING SCHEDULE EARLY TERMINATION FEE**

Pricing Schedule Early Termination Fee
One month of the monthly recurring charge (MRC) for AT&T UC Voice-Voicemail Services multiplied by 19,500 (the "Commitment Quantity") multiplied by the number of partial or full years remaining in the Pricing Schedule Term.

**2. ADDITIONAL TERMS AND CONDITIONS**

**2.1 E911 Acknowledgement**

Customer acknowledges that it has received and understood the advisories concerning the circumstances under which E911 service may not be available, as stated in the Service Guide found at: <http://serviceguidenew.att.com>. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

**2.2 Intellectual Property; Grant of License; Limitations of License**

**2.2.1. Scope of Licenses.**

AT&T grants Customer a limited, non-transferable (except in accordance with authorized assignment of Customer's Agreement), non-sublicensable non-exclusive license, in object code only, to use the Service as described in the Service Guide, including the Software provided as a component of the Service, in accordance with this Pricing Schedule. This license grant is intended to give Customer only a personal, not a property, interest in the Service and the Software. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Service, including the provision of Software, are and will be the sole and exclusive property of AT&T, its subcontractor(s) or its supplier(s), and neither ownership nor title to any such property will pass to Customer. The license to use the Software is specifically limited to allow Customer to:

- o permit End Users to access and use the licensed Software for the purpose of conducting UC communications in accordance with the additional Software product rights and limitations set forth herein and in the related user documentation;
- o reproduce the Software solely for the purpose of installing and using it in accordance with the additional Software product rights and limitations set forth herein and the related user documentation;
- o access, download, use and reproduce the client for installation and use by End Users on any computer owned or controlled by Customer, and authorize any third parties to access, download and use such modules on any computer owned or controlled by such third parties for use only with communications initiated by End Users; and
- o make a reasonable number of copies of the related user documentation that accompanies the Software.

**2.2.2. Limitation of Licenses.**

Customer may allow Customer Affiliates to use the Service pursuant to this Pricing Schedule, provided that Customer shall remain responsible for payment and compliance by such Customer Affiliates with the terms of this Pricing Schedule, including enforcing restrictions with respect to the number of End Users licensed. The licenses granted under this Pricing Schedule do not authorize Customer (nor may Customer allow any third party, including Customer Affiliates) to: (a) copy, distribute, reproduce, use or allow third party access to the Software except as expressly authorized under Customer's Agreement; (b) decompile, disassemble, reverse engineer, translate, convert or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Software or any trade secret information or process contained in the Software; (c) unless approved by AT&T, modify, incorporate into or with other software, or create a derivative work of any part of the Software; (d) use, access or allow access to the Software in any manner to provide service bureau, time-sharing or other computer



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services to third parties; (e) disclose the results of any benchmarking of the Software, or use such results for its own competing software development activities, without the prior written consent of AT&T; or (f) resell, sell, offer to sell or otherwise provide for a fee access to the AT&T Unified Communications Services.

**2.2.3. Third Party Licenses.**

The Service may incorporate, use, or access software not written or developed by AT&T but, instead, provided by third parties (Third Party Software). The license terms associated with any Third Party Software require that AT&T acknowledge those third parties and the license terms. AT&T shall have no liability or responsibility for the operation or performance of the Third Party Software, and shall not be liable for any damages, costs, or expenses, direct or indirect, arising out of the performance or failure to perform of the Third Party Software. Customer agrees that its use of the Service is subject to the terms of Third Party Software Notices and/or Additional Terms and Conditions which can be found at [http://www.uc.att.com/license\\_thirdparty.html](http://www.uc.att.com/license_thirdparty.html) (generally found in the "About" option in the Software). Customer agrees to the terms of any and all such licenses, including any posted changes to these terms except where such Third Party Software Additional Terms and Conditions conflict with State of Wisconsin law or regulation, in which case the applicable State requirement shall govern.

**2.2.4. Intellectual Property Rights.**

AT&T and its licensors own and will continue to own all rights, title, and interest in the Software and Third Party Software. Customer shall not delete or in any manner alter or obscure the copyright, trademark, and other proprietary rights notices of AT&T and its licensors, which appear on the Software and Third Party Software as delivered to Customer. For the avoidance of doubt, the Software is licensed, not sold. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Service are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

**2.3. Headquarter Credit**

AT&T will bill and collect on Customer's behalf a Headquarters Credit according to Section 6.6 of the Master Agreement referenced above. AT&T will bill and collect the Headquarters Credit based on the total amount of Users (Customer and Authorized) for the Service Components included in the table below in this Section 4.3. The Headquarters Credit for each monthly invoice shall be calculated by multiplying the total number of Users (Customer and Authorized) for each Service Component by the Monthly User Fee listed. No prorated charges will apply unless the invoice for Services is prorated.

Service Component Description	Monthly User Fee
Enhanced UC Voice (Standard UC Voice + Unified Messaging)	\$1.36
Standard UC Voice (must be ordered in combination with "UC Voice - Voicemail")	\$1.36
Basic UC Voice	\$1.36
UC Voice – Unified Messaging	\$0.74
UC Voice – Voicemail	\$0.74

AT&T will collect the User Fee from the Customer Users and Authorized Users on the Customer's behalf on a monthly basis. AT&T will remit the User Fee payments to Customer, within 30 calendar days from the date of invoice. For each Headquarter Credit paid, AT&T shall provide an itemized, auditable report(s) from the billing system detailing each User Fee payment.. AT&T is not required and shall not pay interest on collected User Fees.

The Headquarters Credit shall be separately identified on the invoice remitted to the Customer. AT&T will determine in its reasonable discretion the format and amount of detail to be provided in the monthly invoices to End Users (Customer and Authorized) subject to prior mutual negotiation by the parties and approval by the Customer. Where AT&T documents additional costs to meet Customer's



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requirements, AT&T will provide an itemized estimate of such costs and the parties will work to negotiate a mutually agreeable resolution.

Upon Customer request, AT&T will change the Headquarter Credit up to six (6) times during the term of the Pricing Schedule at no additional charge. Customer will give AT&T, via correspondence to be sent to their AT&T Sales Team, at least ninety (90) advance notice of a change. The correspondence must include the User Fee to be changed and/or the applicable Service Components, the service description and the amounts to be changed.

Customer may request from AT&T to bill and collect a Headquarters Credit for additional Service Components provided that the parties will cooperate in good faith to amend this Section 4.3 as may be necessary to collect and bill for those User Fees.

### 3. MRC DISCOUNTS

Discount Category		List Rate	Discount	Net Rate
<b>AT&amp;T Unified Communications Services</b>				
<b>AT&amp;T UC Services Multi Services Bundle</b>				
	AT&T UC Voice Enhanced + Jabber Multi Device (up to 10 devices) includes voice mail and unified messaging	\$25.99	53.21%	\$12.16
	AT&T UC Voice Fundamental with voicemail + Jabber Multi Device (up to 10 devices) (Unified Messaging included with voicemail)	\$20.99	57.69%	\$8.88
<b>AT&amp;T UC Voice</b>				
	Enhanced UC Voice (Standard UC Voice + Unified Messaging)	\$24.99	41.68%	\$14.57
	Standard UC Voice (must be ordered in combination with "UC Voice - Voicemail")	\$17.99	47.19%	\$9.50
	Basic UC Voice	\$14.99	22.38%	\$11.63
	AT&T UC Voice Fundamental	\$16.99	57.68%	\$7.19
	AT&T UC Voice Essential	\$11.99	53.21%	\$5.61
<b>AT&amp;T UC Voice - Unified Messaging</b>				
	UC Voice – Unified Messaging***	\$8.99	36.15%	\$5.74
<b>AT&amp;T UC Voice - Voicemail</b>				
	UC Voice – Voicemail***	\$6.99	32.19%	\$4.74
<b>AT&amp;T UC Voice – Integration for Microsoft Lync</b>				
	AT&T UC Voice Enhanced with integration for Microsoft Lync (single device) using Cisco's CUCILync	\$29.49	53.20%	\$13.80
	AT&T UC Voice Enhanced with integration for Microsoft Lync Multi Device (up to 10 devices) using Cisco's CUCILync	\$32.49	53.22%	\$15.20

\*\*\*Monthly Charge includes PIM-G CPE equipment/installation/maintenance for UC Voice Mail Support for Centrex



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**4. UC VOICE-VOICEMAIL COMMITMENT QUANTITY**

**4.1 Commitment Quantity.** Beginning with month 13 of the original Pricing Schedule Term and for the remainder of this Pricing Schedule Term (total not to exceed 60 months), Customer shall maintain the 19,500 Commitment Quantity. Notwithstanding the foregoing, should Customer fail to satisfy the 19,500 Commitment Quantity beginning with month 13 due to a documented delay solely caused by AT&T, Customer will only be obligated to pay for the quantity of UC Voice-Voicemail Service Component delivered by AT&T. Customer may order additional quantities of the UC Voice-Voicemail Service Component, but the 19,500 Commitment Quantity will not be increased via subsequent orders. Customer may order/utilize any of the other Service Components (i.e. non-UC Voice-Voicemail Service Components) available under this Pricing Schedule without establishing a commitment quantity for those Service Components and the ordering of those Service Components does not affect the Commitment Quantity for UC Voice-Voicemail. Except for the UC Voice-Voicemail Commitment Quantity, AT&T shall invoice Customer for the actual quantity of User Licenses AT&T is providing to Customer at any time during this Pricing Schedule Term.



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## Exhibit A-1

**UC VOICE Installation Seat Quantity Pricing- Initial Deployment**

Hosted VoIP Contract 15-91579-121				
UC VOICE Installation Seat Quantity Pricing- Initial Deployment				
Seat Quantity	Gateway Router Type	Gateway Router Purchase Price	Total 5yr AMS Essential Plus Gateway Maintenance Price	Per Seat Install Price
1-24	C2911-CME-SRST/K9	N/A -	N/A -	\$347.98
25-49	C2911-CME-SRST/K9	\$3,773.05	\$2,745.60	\$123.89
50-149	C2951-CME-SRST/K9	\$7,985.53	\$5,990.40	\$93.23
150-249	C2951-CME-SRST/K9	\$8,430.53	\$5,990.40	\$83.37
250-499	C3945-CME-SRST/K9	\$15,150.03	\$9,828.00	\$66.32
500-999	C3945-CME-SRST/K9	\$20,236.38	\$9,828.00	\$57.07
1000-10,000	C3945-CME-SRST/K9 x (10)	\$202,363.80	\$98,280.00	\$52.44
<ul style="list-style-type: none"><li>• Above installation costs are based on normal business hours, 8:00 AM to 5:00 PM Monday-Friday</li><li>• This pricing does not include after hours support, weekends, or holidays, which may require a custom quote upon negotiation with and approval of the Customer.</li><li>• Gateway maintenance includes 24x7x4 onsite replacement with AMS Essential Plus.</li><li>• Prices are effective until the end of the original contract term, which is 60 months that commenced on October 12, 2012</li><li>• Additional seats ordered by the Customer following the initial deployment shall be priced at the volume tier that applies to the total seats Customer has ordered to date (new order and initial deployment). For example, if Customer initially deploys 24 seats and adds 2 seats at a later date, the additional 2 seats shall be priced at the volume tier for 26 total quantity. Additional seats will be supported and added via the MACD process.</li></ul>				



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**EXHIBIT B**  
**AT&T TELECONFERENCE SERVICES**

**1. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS**

**1.1 Promotions**

Service Guide promotions are not applicable under this Pricing Schedule
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**1.2 Waivers**

<b>Charges Waived</b>	Waiver Package D as specified in the Service Guide
<b>Month of Pricing Schedule Term in which Charges are waived</b>	N/A

**2. RATES**

**2.1 AT&T Audio-TeleConference Bridge Service**

<b>Domestic Rates</b>	
<b>Call Type</b>	<b>Usage Charge Per Minute</b>
AT&T Dial-Out/Operator Assisted Conference Calls	\$0.200
Operator Assisted Bridge Arrangement Toll Free Dial In	\$0.115
Automated Access Bridge Arrangement Toll Free Dial In	\$0.080
Automated Access Bridge Arrangement Toll Free Dial In/Reservationless	\$0.039
Operator Assisted Bridge Arrangement Caller Paid	\$0.100
Automated Access Bridge Arrangement Caller Paid	\$0.070
Automated Access Bridge Arrangement Caller Paid/Reservationless	\$0.039
Automated Access Bridge IP to IP Direct Dial/Reservationless	\$0.038
Host Dial Out	\$0.080

**2.2 AT&T Executive TeleConference Service**

<b>Call Type Dial In/Dial Out</b>	<b>Price Per Port Minute of use</b>
Domestic Operator Dial Out	\$0.450
Domestic Toll Free Dial In	\$0.320
Domestic Caller Paid Dial In	\$0.270

**2.3 AT&T Event and Event Deluxe TeleConference Service**

<b>Call Type Dial In/Dial Out</b>	<b>Price Per Port Minute of use</b>
Domestic Operator Dial Out	\$0.450
Domestic Toll Free Dial In	\$0.220
Domestic Caller Paid Dial In	\$0.180



**AT&T INTEGRATED PRICING SCHEDULE**  
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**2.4 AT&T Premier TeleConference Service**

Call Type Dial In/Dial Out	Price Per Port Minute of use
Domestic Operator Dial Out	\$0.450
Domestic Toll Free Dial In	\$0.250
Domestic Caller Paid Dial In	\$0.245

**2.5 AT&T Connect-Integrated Edition****2.5.1 Subscription-Standalone**

Integrated Edition Named User Subscription	Number of Named Users	Number of Guest Users	Monthly Subscription/ Service Fees Per Named User
Named User Subscription	500 to 999*	249	\$11.22
*Customer must submit the "AT&T Connect Integrated Edition – Initial/Supplemental Order Form" per Attachment A to order initial/supplemental number of 'Named Users'.			

**2.5.1.2 Bundled with UC Voice**

Integrated Edition Named User Subscription	Number of Named Users	Number of Guest Users	Monthly Subscription/ Service Fees Per Named User
Named User Subscription	500 to 999*	249	\$4.00
*Customer must submit the "AT&T Connect Integrated Edition – Initial/Supplemental Order Form" per Attachment A to order initial/supplemental number of 'Named Users'. Requires a UC package.			

**2.5.2 Professional Services**

Number of Days	Description	Personnel Level	Daily Rate*
0	General implementation and training services	Junior Consultant/Trainer	\$1,500.00
0	General implementation and training services	Senior Consultant	\$1,800.00
0	General implementation and training services	Project Manager	\$2,000.00
* Plus reasonable out-of-pocket expenses in connection with performing Services at Customer's Site			

**3. Intellectual Property; Scope of Licenses; Limitations of Licenses; Third Party Licenses****3.1 Scope of Licenses.**

Customer is purchasing AT&T Connect – Integrated Edition, AT&T grants Customer a limited, non-transferable (except in accordance with authorized assignment of Customer's Agreement), non-sublicensable, non-exclusive license, in object code only, to use the Service in accordance with this Pricing Schedule. This license grant is intended to give Customer only a personal, not a property, interest in

**AT&T and Customer Information**



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Service. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Service are and will be the sole and exclusive property of AT&T, its subcontractor(s) or its supplier(s), and neither ownership nor title to any such property will pass to Customer. The license to use the Software is specifically limited to allow Customer to:

- permit Registered Users to access and use the licensed Software for the purpose of initiating and attending Events, in accordance with the additional Software product rights and limitations set forth here and in the related user documentation;
- access, download, use and reproduce the participant module for installation and use by Registered Users on any computer owned or controlled by Customer, and authorize any third parties to access, download and use such modules on any computer owned or controlled by such third parties for use only with Events initiated by Registered Users; and
- make a reasonable number of copies of the related user documentation that accompanies the Software;

**3.2 Limitation of Licenses.** Customer may allow Customer Affiliates to use the Service pursuant to this Pricing Schedule, provided that Customer shall remain responsible for payment and compliance by such Customer Affiliates with the terms of this Pricing Schedule, including enforcing restrictions with respect to the number of Registered Users licensed. The licenses granted under this Pricing Schedule do not authorize Customer (nor may Customer allow any third party, including Customer Affiliates) to: (a) copy, distribute, reproduce, use or allow third party access to the Software except as expressly authorized under Customer's Agreement; (b) decompile, disassemble, reverse engineer, translate, convert or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Software or any trade secret information or process contained in the Software; (c) unless approved by AT&T, modify, incorporate into or with other software, or create a derivative work of any part of the Software; (d) use, access or allow access to the Software in any manner to provide service bureau, time-sharing or other computer services to third parties; (e) disclose the results of any benchmarking of the Software, or use such results for its own competing software development activities, without the prior written consent of AT&T; or (f) sell, offer to sell or otherwise provide for a fee access to previously recorded Events.

**3.3 Third Party Licenses.** The Service and Software may incorporate, use, or access software not written or developed by AT&T but, instead, provided by third parties (Third Party Software). The license terms associated with any Third Party Software require that AT&T acknowledge those third parties and the license terms. Customer agrees that its use of the Service and any use by a Customer Affiliate is subject to the terms of Third Party Software Notices and/or Additional Terms and Conditions which can be found at [http://www.uc.att.com/license\\_thirdparty.html](http://www.uc.att.com/license_thirdparty.html) (generally found in the "About" option in the Software). Customer and any Customer Affiliate who is permitted to use the Service agree to the terms of any and all such licenses, including any posted changes to these terms except where such Third Party Software Additional Terms and Conditions conflict with State of Wisconsin law or regulation, in which case the applicable State requirement shall govern.

**3.4 Intellectual Property Rights.** AT&T and its licensors own and will continue to own all right, title, and interest in and to the Service, Software and Third Party Software. Customer shall not delete or in any manner alter or obscure the copyright, trademark, and other proprietary rights notices of AT&T and its licensors, which appear on the Software and Third Party Software as delivered to Customer. For the avoidance of doubt, the Software is licensed, not sold. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Service are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.