

# Proposal for a Dedicated Internet Solution

Presented to Panola County

by AT&T

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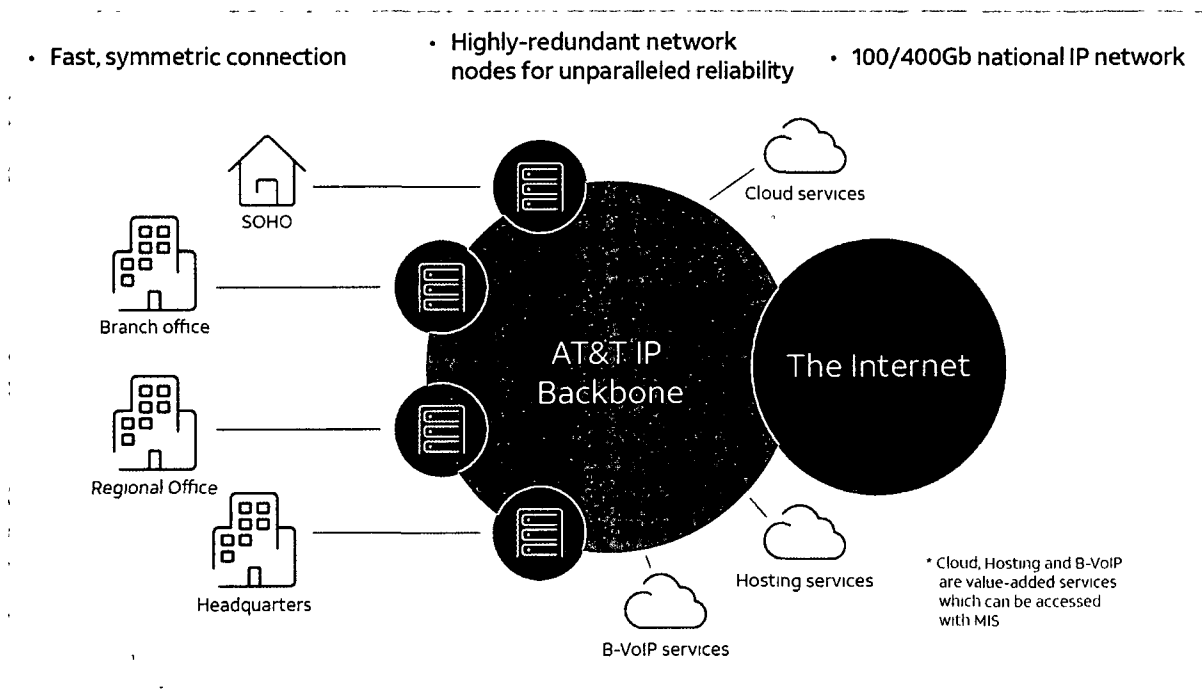
September 28, 2021

## Solution

We've assessed your information and developed a Dedicated Internet solution that addresses your business needs. The solution includes the following components:

- AT&T Dedicated Internet**—an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.

**AT&T Dedicated Internet Schematic**—This diagram shows a typical ADI configuration.



The solution gives you the following features:

- Reliable Service**—starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.

- **AT&T Business Center Portal**—provides a suite of online tools to access billing, maintenance, network management, and performance reporting information and functions. Business Center tools let you view and manage various aspects of your AT&T service 24/7 via a convenient online portal.

## Pricing

The Dedicated Internet solution includes the following components and pricing (note: NRC = non-recurring charge and MRC = monthly recurring charge):

<b>Pricing Summary - AT&amp;T Pricing</b>							
<b>AT&amp;T Dedicated Internet</b>							
<b>Street Address</b>				<b>Speed</b>	<b>Quantity</b>	<b>Unit Price (MRC)</b>	<b>Total MRC</b>
110 S Sycamore St	Carthage	TX	75633	1G	1	\$1,730.60	<b>\$1,730.60</b>
<b>MRC = Monthly Recurring Charge before taxes and fees.</b>							

Pricing provided is for a 24 or 36-month contract.

Proposed solution includes an AT&T provided/managed router.

Pricing does not include Taxes, Municipal Charges or Regulatory Fees. Early Termination Fees may apply.

## Support

In addition, you have a team of experienced specialists to design, implement, and support your solution. Their experience and expertise has led to a track record of success with customers like Panola County.

The table below provides contact information for your support team and resources:

Resource	Contact Information
Primary Sales Contact	Contact: Steve Jordan - CLIENT SOLUTIONS EXECUTIVE 2 Address: 211 S AKARD ST - DALLAS, TX 75202 Cell: 469.349.6159 E-mail: steve.jordan@att.com

You've seen from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to implement the Dedicated Internet solution and help you achieve your business goals.

## Important Information

**Proposal Validity Period**—The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T

**Terms and Conditions**—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions

**Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

**Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Corp., an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

**Software**—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.



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20211027-8664

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

Customer	AT&T
PANOLA COUNTY  street Address: 110 S SYCAMORE ST STE 201 City: CARTHAGE State/Province: TX Zi Code: 75633-2543 Count	AT&T corp
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Thomas Earle Title: IT Director street Address: 110 S SYCAMORE ST City: CARTHAGE State/Province: TX Zip Code: 75633-2546 Country: US Telephone: 9036930318  Email: tearle@co.panola.tx.us	Name: COURTNEY ULRICH Street Address: 311 SAKARD ST City: DALLAS State/Province: TX Zip Code: 75202 Country: US Telephone: 4692607833 Email: cu224w@exo.att.com Sales/Branch Manager: Joseph McCarthy SCVP Name: Mark Gross Sales Strata: Retail Sales Region: USA <u>With a copy (for Notices) to:</u> 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 (if applicable) [J]	
Name: Company Name: Agent Street Address City: State: Zip Code: Country: Telephone Fax Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
	
David L. Anderson Name:	Name: Kaitlyn Guffey
Title: Count Jude	Title: contract specialist CGI
Date: 10-26-2021	Date: 29 Oct 2021 CD085R

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 Sales Express!

MA XI or higher  
 ROME ID: I-GXZMUMO

ADI Express 1 0 PS v4 06132021  
 AT&T Solution No FM0634157244293  
 Rate ID: ADIx-101321  
 Dynamic Pricing

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI) - ADI Express	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>
AT&T Wi-Fi Services - AT&T Business Wi-Fi (ABW)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/AWS">http://serviceguidenew.att.com/sg_flashPlayerPage/AWS</a>

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

<b>Pricing Schedule Term*</b>	24 months
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

\*Subject to the Service Availability provisions in the General Provisions of AT&T Business Service Guide

**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

**4. ADDITIONAL TERMS AND CONDITIONS FOR AT&T BUSINESS WI-FI WITH CISCO MERAKI**

**4.1. Service Interference**

In no event is AT&T responsible for interference or service degradation caused by or to third-party Wi-Fi services at the Sites

**4.2. Disclaimer of Warranty**

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI IS PROVIDED ON AN "AS-IS" BASIS, AND AT&T SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, AND SERVICE OR PERFORMANCE GUARANTEES OR LEVELS, EXPRESS OR IMPLIED, REGARDING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, THE ACCURACY OF ANY CONTENT PROVIDED BY AT&T FOR DISPLAY IN CONNECTION WITH THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, OR THE RESULTS OBTAINED FROM ANY WEBSITE ACCESSED USING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI WILL PROVIDE ACCESS TO THE INTERNET WITHOUT INTERRUPTION

**4.3. Indemnification**

AT&T HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON THE SERVICES, SOFTWARE, OR EQUIPMENT PURCHASED OR FURNISHED PURSUANT TO THIS PRICING SCHEDULE

**4.4. Sites and Equipment**

Customer has provided a preliminary Site list and AT&T has projected the Equipment that will be used. AT&T may modify this preliminary list based on the results of the AT&T Site Survey, Service Component inventory, and system design. AT&T will notify Customer of any modifications. If Customer does not agree to the modifications, AT&T may refuse to provision Service at the applicable Site. Within thirty (30) days of receipt of notice

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### AT&T DEDICATED INTERNET PRICING SCHEDULE

from AT&T describing the necessary modifications, Customer may terminate Service only at the applicable Site only, subject to payment of applicable termination charges. No other Sites are affected by this termination.

#### 4.5. Intellectual Property

AT&T grants Customer a limited, non-exclusive, non-transferable license to use the Service during the Term solely in connection with the receipt of the Service. All rights, title and interest in and to intellectual property relating to the Service, including any changes, modifications, alterations, or improvements made by AT&T during the Term, are owned by AT&T, its Affiliates, or AT&T's licensors, suppliers, subcontractors or vendors. Customer's possession, access, or use of any part of the Service does not transfer any ownership rights in the same or any intellectual property rights from AT&T, its Affiliates or AT&T's licensors, suppliers, subcontractors or vendors to Customer.

#### 4.6. Privacy Terms and Conditions

**4.6.1.** Customer represents and warrants that it has appropriate rights to provide End User data (which may include Customer Personal Data) to AT&T in connection with the Service. Customer expressly grants AT&T permission to access information contained in application layer 7 for the sole purpose of managing the performance of the Wi-Fi network. From time to time AT&T will perform real time packet capture to analyze and troubleshoot network issues and Customer grants AT&T permission to perform such operations for short intervals as necessary for network management purposes.

**4.6.2.** AT&T agrees that, in performing the network management function, it will:

- Use or monitor End User data shared with AT&T only for network management purposes and for providing metrics reports, consistent with the AT&T Privacy Policy; and
- Establish data retention protocols, so that AT&T retains data shared with it for as long as reasonably necessary for network management purposes.

**4.6.3.** Customer agrees that in connection with the network management function, it will:

- Use or monitor End User data made available through the network management function of the Service only for network management purposes, unless it secures additional consent from End Users, or has another lawful basis for processing the data. Purposes beyond the network management function include, but are not limited to, marketing, advertising, and the examination of content and communications;
- Obtain and maintain any and all legally required employee or End User consents, or establish other lawful bases, for the processing or use of End User data (AT&T can provide an example of the legally required employee or End User consent);
- Obtain multiple consents for distinct purposes, and proposed combinations of personal data, even if supplemental software/technology is required;
- Use only Customer SSIDs;
- Present the End User with Customer's terms of service and applicable privacy policy;
- Establish data retention protocols so that data Customer processes is retained for no longer than is reasonably necessary for network management purposes;
- Not access, use, or share content of communications, content of email or texts, content of shopping carts, or search term queries, etc., and
- Not attempt to re-identify anonymized data.

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**4.6.4.** Customer is responsible for the way the data is used by Customer, and its employees, guests, and representative's access to and use of the data, content, or communications generated by this Service

**4.6.5.** To the extent that a website or online service is directed to or likely to collect personal information from children under the age of thirteen, Customer agrees to comply with the federal Children's Online Privacy Protection Act and provide parental notice and advance parental consent prior to collecting such personal information.

**4.6.6.** The Service allows Customer to collect and use an End User's location through Bluetooth Low Energy (BLE) and Wi-Fi based location technologies. Such use may be subject to various U.S. and international laws and regulations, including those promulgated by the Federal Trade Commission and other industry regulators (e.g., Privacy Forum's Mobile Location Analytics Code of Conduct, NAI, GDPR, CCPA), with which Customer agrees to comply. Customer agrees not to provide or sell location data to third parties without AT&T's prior written authorization.

**4.6.6.1.** This ability to collect and use location information is different than what is done with GPS or other technologies. Because the Service collects and uses location information, AT&T is offering the following information, but such information is not intended to be legal advice. Customer should consult with an attorney for legal advice.

**4.6.6.2.** Depending on how Customer collects or uses the Service, Customer may be required to provide notice, obtain opt-in consents, or provide periodic reminders, all separate from providing terms and conditions to End Users, so that End Users will be aware that location is being tracked when visiting Customer's Sites. If Customer buys other products or services from AT&T or others that, in conjunction with Customer's business application, allows Customer to know when an End User is at Customer's Site(s), Customer may be required to provide separate notices, obtain separate opt-in consents, or provide periodic reminders (all separate from terms and conditions) so that End Users will be aware that location is being tracked in multiple ways when visiting Customer's Site(s).

**4.6.7.** Customer may not use AT&T's name, brand, or mark, with third-parties or End Users in connection with the Service without AT&T's written consent.

**5. RATES**

MRC Monthly Recurring Charge

N/A Not Available

NRC Non-Recurring Charge

**5.1. ADI Self – Installation NRC**

ADI Speed	Discount	Undiscounted ADI NRC	Undiscounted ADI w/ Managed Router NRC
Ethernet	100.00%	\$1,500.00	\$1,500.00

**5.2. ADI On-Site Installation NRC**

ADI Speed	Discount	Undiscounted ADI w/ Managed Router NRC
Ethernet	100.00%	\$1,500.00

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**5.3. Hi Cap Flex Billing Option – Ethernet (10 Mbps to 1 Gbps) - Group 1, 2, and 3** Panola County Monthly rate \$1,730.00  
Available bandwidth levels are subject to qualification at time of each order and may vary.

Bandwidth	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 2	Discounted Ethernet Access Monthly Fee Group 3	Minimum Bandwidth Commitment (MBC)			Incremental Usage	
				Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	MBC Discount	Undiscounted Incremental Usage Fee Per Mbps	Incremental Usage Fee Discount
10 Mbps	\$400.00	\$421.00	\$635.00	\$268.00	\$396.00	82.00%	\$198.00	82.00%
20 Mbps	\$420.00	\$449.00	\$758.00	\$449.00	\$577.00	82.00%	\$144.25	82.00%
50 Mbps	\$524.00	\$572.00	\$968.00	\$813.00	\$955.00	93.00%	\$95.50	93.00%
100 Mbps	\$604.00	\$651.00	\$1,280.00	\$1,400.00	\$1,555.00	87.00%	\$77.75	87.00%
150 Mbps	\$610.00	\$677.00	\$1,412.00	\$1,800.00	\$1,965.00	88.00%	\$65.50	88.00%
250 Mbps	\$900.00	\$900.00	\$1,667.00	\$2,150.00	\$2,240.00	86.00%	\$44.80	86.00%
400 Mbps	\$925.00	\$1,100.00	\$2,201.00	\$2,700.00	\$3,380.00	85.00%	\$42.25	85.00%
500 Mbps	\$925.00	\$1,100.00	\$2,239.00	\$3,500.00	\$4,325.00	87.00%	\$43.25	87.00%
600 Mbps	\$925.00	\$1,100.00	\$2,807.00	\$4,096.00	\$4,840.00	85.00%	\$40.33	85.00%
(1000 Mbps)	(\$1,000.00)	\$1,300.00	\$3,184.00	\$4,505.00	(\$5,620.00)	(87.00%)	\$28.10	87.00%

**5.4. Hi Cap Flex 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.

Bandwidth	10 Gbps Discounted Ethernet Access Monthly Fee Group 1	10 Gbps Discounted Ethernet Access Monthly Fee Group 2	10 Gbps Discounted Ethernet Access Monthly Fee Group 3	10 Gbps Discounted Ethernet Access Monthly Fee Group 4	Minimum Bandwidth Commitment (MBC)			Incremental Usage	
					Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	MBC Discount	Undiscounted Incremental Usage Fee Per Mbps	Incremental Usage Fee Discount
2 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$9,091.00	\$12,276.00	82.00%	\$30.69	82.00%
3 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$13,309.00	\$17,981.00	82.00%	\$29.97	82.00%
4 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$16,015.00	\$21,591.00	82.00%	\$26.99	82.00%
5 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$18,196.00	\$24,553.00	82.00%	\$24.55	82.00%
6 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$21,309.00	\$28,768.00	82.00%	\$23.97	82.00%
7 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$24,218.00	\$32,727.00	82.00%	\$23.38	82.00%
8 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$26,953.00	\$36,387.00	82.00%	\$22.74	82.00%
9 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$28,931.00	\$39,069.00	82.00%	\$21.71	82.00%
10 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$30,909.00	\$41,716.00	82.00%	\$20.86	82.00%

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**5.5. Hi Cap Flex Billing Option – Ethernet (70 Gbps to 100 Gbps) – Group 1 and 4**  
 Available bandwidth levels are subject to qualification at time of each order and may vary

Bandwidth	Ethernet Access Speed	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 4	Minimum Bandwidth Commitment			Incremental Usage	
				Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	MBC Discount	Undiscounted Incremental Usage Fee Per Mbps	Incremental Usage Fee Discount
70 Gbps	100 Gbps	\$31,043.55	NA	\$84,800.00	\$112,799.00	73.00%	\$1.35	73.00%
100 Gbps	100 Gbps	\$31,043.55	NA	\$104,174.00	\$136,595.00	75.00%	\$1.35	75.00%

**5.6. Additional NRCs**

Moving Charge	NRC Per Site
If scheduled during standard business hours – (8:00 a.m. to 5:00 p.m. Monday through Friday)	\$1,000.00
If scheduled outside standard business hours	\$1,500.00

**5.7. ABW with Cisco Meraki MRC**  
 No discounts apply

ABW per Access Point (AP) MRC	\$35.75
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END OF DOCUMENT

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