



**APPENDIX C2 TO DIR-TEX-AN-NG-CTSA-005
AVPN NO-COST WIRELESS BACKUP
STATEMENT OF WORK**

Customer	AT&T
Legal Customer Name Street Address: City: State/Province: Zip Code: Country:	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email: Customer Account Number or Master Account Number:	Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <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) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Statement of Work is part of the DIR-TEX-AN-NG CTSA 005 between AT&T and Customer referenced above (collectively referred to as the "Agreement") and is for no-cost wireless back-up service for AT&T Virtual Private Network customers.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

1. STATEMENT OF WORK TERM AND EFFECTIVE DATES

Statement of Work Term	Co-terminus with the solutions ordered via DIR-TEX-ANNG-CTSA-005
Statement of Work Term Start Date	TBD

2. THIRD PARTY VENDORS/SUPPLIERS

If an AT&T vendor or supplier necessary for the delivery of Purchased Equipment, Software or Professional Services ceases to provide all or a portion of the same and AT&T cannot provide a reasonable replacement in a timely period, either party may terminate the affected portion of the Purchased Equipment, Software or Professional Services, and Customer will receive a pro-rata refund of any amounts prepaid for the same.

3. INFRINGEMENT

Pursuant to Exhibit B. Terms and Conditions, Article 14. Intellectual Property. Section 14.01 Infringement Indemnification as stated in DIR-TEX-AN-NG-CTSA-005.

4. OPERATION QUALITY OF SERVICE

This Statement of Work ("SOW") is attached to the DIR-TEX-AN-NG-CTSA-005 between AT&T Corp. ("AT&T") and ("Customer") and made a part thereof upon its execution (the "Effective Date"). Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW. Change Control will be processed by the Parties pursuant to procedures detailed herein. The Parties agree as follows:

This SOW is governed by the terms and conditions set forth in the Statement of Work and DIR-TEX-AN-NG-CTSA-005. In the event of a conflict between the Terms and Conditions of Contract DIR-TEX-AN-NG-CTSA-005 and the terms and conditions of this SOW, the terms and conditions of Contract DIR-TEX-AN-NG-CTSA-005 will control.

5. AVPN NO COST WIRELESS BACKUP SERVICES DESCRIPTION**Definitions**

"AVPN No Cost Wireless Backup Services" - services provided by personnel of AT&T or its subcontractor set forth in this Statement of Work ("SOW") and at no cost to DIR or customer. AVPN Wireless Backup Services are intended for customers that want a diverse network failover plan at no cost. The AVPN Wireless Backup service will be set up to re-route traffic subject to the capacity of the Wireless No Cost Wireless Backup service in the event AVPN Service connectivity is lost. This Service is integral with and essential to the contract as a whole.

AT&T will provide the State of Texas Agencies a backup Wireless Wide Area Network (WWAN) cellular solution for sites be performed by AT&T:

Name of Agency:

Number of Sites:

MSS PS - Template v2.2 8-18-14 Wf2146 SR#: 1-3VSTHSU 092116	AT&T and Customer Information AT&T reserves the right to withdraw this agreement if not executed within 120 days Page 2 of 6	Document ID:
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A. Hardware Procurement

AT&T will deploy the following hardware at the State Agency locations:

Cradlepoint ARC CBA 850



The Cradlepoint ARC CBA850 or equivalent router is a turnkey networking solution for best-in-class 3G/4G/LTE failover that integrates seamlessly with existing network infrastructure. Using Enterprise Cloud Manager PRIME, the ARC CBA850 provides the ability to extend management capability to any primary router Out-of-Band without a static IP. Equipped with Power-over-Ethernet for flexible, unobtrusive placement anywhere to optimize cellular reception, this powerful solution reduces truck rolls, consolidates infrastructure, and maximizes uptime for businesses that require always-on connectivity.

- (1) "AT&T Equipment" means equipment, including any internal code required to operate such equipment, provided under this Statement of Work by AT&T and located at a Customer Site. AT&T Equipment does not include Customer Equipment or Purchased Equipment.
- (2) Customer shall keep the AT&T Equipment free from all liens, charges, and encumbrances. Customer shall not permit the AT&T Equipment to become or remain a fixture to any real estate. Customer shall bear the risk of loss of or damage to AT&T Equipment (ordinary wear and tear accepted) from any cause except to the extent caused by AT&T or its suppliers. AT&T Equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment by Customer without prior written authorization from AT&T.
- (3) AT&T shall retain all right, title or interest in AT&T Equipment and no ownership rights in AT&T Equipment shall transfer to Customer.
- (4) Customer shall take good and proper care of the AT&T Equipment. Customer shall not make any alterations, additions, or improvements, or add attachments to the AT&T Equipment without the prior written consent of AT&T. AT&T shall have the right, upon reasonable prior notice to Customer and during normal business hours, to inspect the AT&T Equipment at its location, subject to any security requirements of the Customer. In the event the router listed herein is lost or stolen from the Customer's premise, Customer shall be responsible for a replacement router at a cost of \$650.00 per router.
- (5) Upon the expiration or termination of this SOW, Customer will return all, and not less than all, the AT&T Equipment to AT&T at a location designated by AT&T, at Customer's expense. Customer shall disconnect, properly package for transportation and return all of the AT&T Equipment, freight prepaid, in good repair, condition and working order. If upon expiration or termination, Customer does not immediately return the AT&T Equipment within 30 business days as required herein, AT&T may, at its option, arrange for removal of the AT&T Equipment.
- (6) In the event Customer terminates this SOW for any reason other than for cause or non-appropriation of funds, Customer must provide AT&T forty-five (45) days prior written notice.
- (7) AT&T may, without notice or Customer's consent, assign in whole or in part AT&T's right to payments due under this SOW to an Affiliate or third party. Such assignment does not relieve AT&T of its performance obligations under this SOW.

B. Consultation

AT&T will collaborate with customer to assist in creating configuration template (gold Image) to be used for uploaded into the Cradlepoint routers on a minimal basis, since there will be special requirements for the various configurations.

C. Router and Components

- (1) Cradlepoint ARC CBA 850 or equivalent
- (2) AT&T SIM Cards
- (3) Enterprise Cloud Manager (ECM) Prime

D. Device Configuration

AT&T will coordinate and execute all staging and configuration services and will manage shipping the equipment to Customer's designated installation sites.

AT&T will receive all materials at the staging facility and place them in inventory at no charge for the duration of the project and will assume responsibility for the equipment upon receipt at the staging facility.

As part of device configuration AT&T will:

- (1) Receive the Cradlepoint ARC CBA 850 or equivalent router and SIMs
- (2) Unbox routers, Insert SIM cards
- (3) Connect cellular antennas
- (4) Power on the router and verify normal operation
- (5) Login to the router; configure the router based on the installation manual
- (6) Verify APN and configuration
- (7) Verify Device network status
- (8) Pack and ship the equipment to the customer site

E. Cradlepoint Router Installation

AT&T will provide the following services in a single visit. The field engineer will arrive onsite and contact the point of contact. The engineer will then proceed to performing the following for installation services.

- (1) Unpack Cradlepoint Equipment
- (2) Inspect and inventory Equipment
- (3) Set up and install the Equipment and mount the pre-configured device in the Customer-defined location:
 - a. One (1) Cradlepoint CBA850 router with LTE SIM with 5 ft Ethernet cable (no other cabling provided)
- (4) Test router cellular connection and connectivity to Customer network based on bilaterally agreed testing procedure.
- (5) If the cellular coverage does not meet Customer requirements then field engineer will measure AT&T cellular coverage level in maximum three possible router mounting locations and recommend router placement or best outdoor antenna location. The locations distance is limited by power source availability (AC or POE) and POE specification.
- (6) Obtain Customer installation acceptance

F. Managed Services

AT&T will provide the following services to Customer

- (1) Up/down monitoring with automated notification
- (2) Help desk triage upon alert
- (3) Semi Annual event (e.g. configuration change or firmware update) per year
- (4) Events not to exceed 15 minutes on average per device

G. Advanced Exchange/Warranty

AT&T will provide reverse logistics on the devices as needed with the following:

- (1) Advanced Exchange (5% annual threshold)
 - a. Provided spares (2% of devices and no less than three devices)
- (2) Next Business Day Device Replacement Help Desk
 - a. Tier 1 (In the event of a network alarm, the Tier 1 Support Help Desk will communicate with onsite Customer staff for basic troubleshooting of device connectivity issues, which may include directing personnel to make an identification of the unit, its LED indicators, and its physical port connections. The help desk will escalate any issue that cannot be identified through a physical inspection or power cycle of the device to the appropriate Customer resource)

6. PROGRAM MANAGEMENT

AT&T will designate a Program Manager to be AT&T's primary representative regarding the administration and other matters related to this SOW. Only the Program Manager shall have the authority to execute any change orders or make any changes to this SOW. The Program Manager will serve as a single point of contact for service related issues and escalations.

Upon SOW award, the AT&T program manager will initiate a planning meeting to introduce all the participants, assign roles, voice priorities, address startup concerns and schedule initial activities. During the due diligence and planning phase the AT&T program manager and the AT&T's primary contact will develop operational procedures required to fulfill the services defined in this SOW.

7. PROJECT SCHEDULE

AT&T will maintain scheduling rights

8. CUSTOMER RESPONSIBILITIES AND DELIVERABLES

- Assign a Single Point of Contact ("SPOC") as the primary interface for the AT&T Project Manager to work with during the Project. AT&T may rely on information provided by Customer and is not responsible for any errors or omissions in such information.
- Review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Expert ("SME") resources from applicable information technology departments or business units to assist in completing the Deliverables in a timely manner.
- Inform AT&T of any information or changes which may affect AT&T's performance of Services or may require a change in the scope; will provide AT&T with requested information in a timely manner; and takes full responsibility for the accuracy of all information Customer supplies to AT&T.
- Provide list of sites, contact name, phone number, email and address for each AVPN circuit where service will be delivered.
- Provide AT&T with reasonable access to the Customer Site during Normal Business Hours, as needed, and provide office space to include desks and chairs, as well as access to printers, copiers and phone lines while on-site at no charge.
- Participate in review meetings during each stage in the system life cycle and provide sign-off prior to subsequent stage initiation.
- Provide coordination of any required escorts, access permits and/or work permits, export and custom documents
- Responsible for reasonable care of devices shipped to site
- Responsible for any local escorts and two (2) contacts for failover testing.
- Responsible to ensure the proper configuration of all LAN and WAN equipment, including routing, QOS and VLANS assignments per port that are already existing in customer's network
- Any external antenna that may be required in order to provision these services is beyond the scope of this Statement of Work.
- Responsible for providing resource and procedure for network testing procedure.
- Responsible for providing network acceptable download and upload threshold requirements
- Provide configuration template to be loaded during staging onto the Cradlepoint devices (preferably via a USB)

9. AVPN Wireless Backup SERVICES ASSUMPTIONS

- All services noted in SOW will be provided at no cost to customer or DIR.
- Standard Business hours are Monday-Friday, 8am-5pm Local site time, except on federal holidays.
- AT&T reserves the right to schedule technician arrival within 4 hours window between 8am to 5pm local site times.
- AT&T reserves the right to change SOW if scope, equipment, customer updates requirements, changes to schedule, quantities or sites are changed.
- AT&T will not be responsible for any catastrophic events beyond our control.
- AT&T will not be responsible for any network outages during installation activities.
- Issues that arise that are outside the scope of this work that AT&T is asked to engage in and remediate will be handled through the change management process
- Turn away/Site not ready fees in accordance with DIR-TEX-AN-NG-CTSA-005 will apply once AT&T engineers are dispatched and are unable to proceed with scheduled work.
- AT&T will maintain all scheduling rights for deployment
- Customer will maintain a supply of activated SIM cards for use in advanced exchange outbound fulfillment. In the event that Customer is unable to maintain a sufficient supply of activated SIM cards, AT&T will provide the SIM cards as part of the service.
- Customer will be notified of any exceptions that may occur during installation
- Customer responsible for initiating order of devices for the scheduled onsite deployment event
- Customer and AT&T will agree to each onsite deployment date, a minimum 30 business days in advance of scheduled dates, to allow for event planning and resource allocation.

- Customer will provide accurate ship to addresses, contact names and will be responsible for shipping errors related to improper addresses at the point of receiving a tracking number. This includes tracking the shipment, contacting shipping agency and any other aspect tracking the package
- Customer will ensure locations will be available prior to their scheduled time slot for device installation.
- Customer, in collaboration with AT&T as stated above will provide a valid and approved configuration template "gold image" to be loaded onto the devices during staging
- Any location requiring Ethernet extension/extra cabling will be considered out of scope and will require a change order
- Installation will be performed for AT&T coverage only
- A signoff checklist will be given to customer
- Packing will be leveraged by using the Original Equipment Manufacturer (OEM) box
- AT&T is not responsible for procuring equipment that may become End Of Life (EOL) per the Original Equipment Manufacturer (OEM)
- Engineer will have immediate access to the local site and a dedicated technical single point of contact to work with the onsite engineer
- For equipment DOA when the engineer arrives that originated from our staging warehouse and we shipped, we will not charge customer for that dispatch