



Appendix E – Service Agreement to DIR-TSO-2541

MA Reference No.: _____

Service Agreement No.: _____

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T")	AT&T Branch Sales Contact Name
State of Texas – Department of Information Resources	AT&T Corp.	Name: Marcus Montemayor
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
Street Address City State / Province Country Domestic / International Zip Code	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com	712 East Huntland Drive, Room 313 Austin, TX 78752 Phone : 512-421-5160 Email : marcus.montemayor@att.com Sales/Branch Manager: SCVP Name:
CUSTOMER Contact		AT&T Contact Information
Name: Title: Telephone: Fax: Email:		Name: Address: City: State / Province: Country: Domestic / Intl / Zip Code: Telephone: Email:
CUSTOMER Billing Address and Contact		
Street Address City State / Province Country Domestic / International Zip Code Contact Name: Title: Telephone: E-mail:		

This Service Agreement is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict within this Appendix E, the descending order of priority for the documents in this Appendix E is Sub-Rider D7, the other applicable Sub-Riders, and the General Terms. DIR Contract No. DIR-TSO-2541 will prevail over all documents in accordance with Section 1.C of the Contract.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Rider A – Purchased Equipment | <input checked="" type="checkbox"/> Rider D – AT&T-Provided Services |
| <input type="checkbox"/> Rider B – Additional Cisco Terms | <input type="checkbox"/> Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance |
| <input type="checkbox"/> Sub-Rider B1 - Cisco Try and Buy Program | <input type="checkbox"/> Sub-Rider D2 – AT&T-Provided Maintenance |
| <input type="checkbox"/> Sub-Rider B2 – Technology Migration Plan | <input type="checkbox"/> Sub-Rider D3 – AT&T-Provided Warranty Services |
| <input type="checkbox"/> Sub-Rider B3 – Cisco Enterprise License Agreement Programs | <input type="checkbox"/> Sub-Rider D4 – reserved |
| <input type="checkbox"/> Rider C – Purchased Equipment Discounts | <input type="checkbox"/> Sub-Rider D5 – reserved |
| <input type="checkbox"/> Rider E – Additional Avaya Terms | <input type="checkbox"/> Sub-Rider D6 – Enhanced Transport Service |
| <input type="checkbox"/> Rider F – ShoreTel Mobility Router | <input checked="" type="checkbox"/> Sub-Rider D7 – Statement of Work |

CUSTOMER

AT&T

By: _____
(by its authorized representative)

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

**GENERAL TERMS APPLICABLE TO
AT&T EQUIPMENT RESALE AND RELATED SERVICES**

1. SERVICES AND PURCHASED EQUIPMENT

- "Purchased Equipment" – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Service Agreement. "Purchased Equipment" includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- "Software" – means software purchased separately or software included with the equipment purchased, pursuant to this Service Agreement.
- "Services" – per applicable Riders and Sub-Riders.

2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer ("Quote") or include such information in a Statement of Work ("SOW"). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable to DIR Contract No. DIR-TSO-2541 and to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

3. ORDERS

(a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order received with incorrect or missing information until corrected. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

4. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

(a) AT&T shall pass through to Customer any warranties available from Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 4(a), ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. Warranty disclaimer is pursuant to Section 10.X of Appendix A.

(c) PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER HIGH-RISK APPLICATIONS IN WHICH FAILURE OF SUCH PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. IF CUSTOMER CHOOSES TO USE PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

5. MAINTENANCE CHARGES

AT&T may invoice maintenance charges in full in advance of the term for Manufacturer-Provided maintenance services. Service descriptions for Cisco SMARTnet™ are located at <http://www.cisco.com/go/servicedescriptions>.

Rider A – Purchased Equipment

1. INVOICING; CREDIT TERMS FOR NON-STATE GOVERNMENT CUSTOMERS

For Customers whose purchases are not subject to the Texas Prompt Payment Act or the analogous statute or rule of another state, payment is due within thirty (30) days after the date of the invoice, and payment must refer to the invoice number. AT&T may charge late payment fees at the lower of 1.5% per month or the maximum rate allowed by law for overdue payments. In addition, for such Customer, AT&T will invoice such Customer upon delivery to carrier and will retain a lien and purchase money security interest in each item of Purchased Equipment and Software until such Customer pays all sums due. Under those circumstances, AT&T is authorized to sign and file a financing statement to perfect such security interest.

2. PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization (“RMA”) and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer’s or supplier’s policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T’S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

Sub-Rider D7 – Statement of Work

1. SERVICE

- Per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

2. WORKMANSHIP

The provision of Services under this Service Agreement shall be performed in a workmanlike manner. AT&T's obligation under this Section expires upon Customer's acceptance of the Services, except for latent defects caused by AT&T's Services.

3. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Service Agreement.

4. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within fifteen (15) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

5. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T. Publicly-advertised employment opportunities do not apply to this provision.

6. DELAYS

If there is a delay in providing Services that was caused by Customer, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

7. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

8. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

Statements of Work executed by both parties as applicable to Services shall be attached hereto.