THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE
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CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T"	")	AT&T Branch Sales Contact Name
Key West Resort Utilities	AT&T Corp.		Name: Billy Wing
CUSTOMER Address	AT&T Corp. Address	and Contact	AT&T Branch Sales Contact Information
630 Front Street Key West, FL US 3040	One AT&T Way Bedminster, NJ 079 Attn: Master Agreen E-mail: mast@att.co	21-0752 nent Support Team	11700 Great Oaks Way Suite 300 Alpharetta GA US 30022 Phone: 954-240-3386 Email: ww5462@att.com Sales/Branch Manager: SCVP Name:
CUSTOMER Contact			AT&T Contact Information
lame: Chris Johnson itle: elephone: 305-295-3301 ax: mail: chris@kwru.com			Name: Address: City: State / Province: Country: Domestic / Intl / Zip Code: Telephone:
USTOMER Billing Address and Contact			Email:
ey West L US 3040 ontact Name: Chris Johnson itle: elephone: 305-295-3301 ax: -mail: chris@kwru.com			
s Pricing Schedule is part of the Agreement prity for the documents in this Pricing Sched Rider A – Purchased Equipment Rider B – Additional Cisco Terms  Sub-Rider B1 - Cisco Try and Buy Sub-Rider B2 – Technology Migra Sub-Rider B3 – Cisco Enterprise Collaboration  Rider C – Purchased Equipment Disco Rider E – Additional Avaya Terms  Rider F – ShoreTel Mobility Router USTOMER	ule is Sub-Rider D7, the Rider Program Suites for U unts	e other applicable Sub- D – AT&T-Provided Se Sub-Rider D1 – AT&T Sub-Rider D2 – AT&T Sub-Rider D3 – AT&T Sub-Rider D4 – resen Sub-Rider D5 – reser	and Avaya Jointly-Provided Maintenance -Provided Maintenance -Provided Warranty Services yed ved nced Transport Service
/:(by its authorized representative)		By:(by its authorize	ed representative)
yped or Printed Name)		(Typed or Printed Na	ame)
itle)		(Title)	

**COMPOSITE EXHIBIT CAJ-15** 

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# 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
  Pricing Schedule. "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 Pricing Schedule.
- "Services" per applicable Riders and Sub-Riders.

#### 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 only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider,

#### 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. 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.
- (b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

#### 4. TAX EXEMPTION

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

#### 5. TERMINATION

- (a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.
- (b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

#### 6. LIMITATION OF LIABILITY

- (a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.
- (b) Except for Enhanced Transport Service, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS 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 OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

#### 7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

- (a) AT&T shall pass through to Customer any warranties available from Try-and-Buy or 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 7(a), ALL TRY-AND-BUY AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.
- (C) TRY-AND-BUY AND PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER HIGH-RISK APPLICATIONS IN WHICH FAILURE OF SUCH TRY-AND-BUY OR PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE, IF CUSTOMER CHOOSES TO USE TRY-AND-BUY OR PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

#### 8. MAINTENANCE CHARGES

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable. Orders for maintenance may not be cancelled once placed with AT&T's maintenance supplier.

#### 9. PRIOR AGREEMENTS

This Pricing Schedule replaces any existing agreements for the purchase of equipment, software and/or equipment-related services between Customer and the following AT&T Affiliates: SBC Global Services, Inc., AT&T DataComm, and BellSouth Communication Systems, LLC.

CPE UA Pricing Schedule – STANDARD V. 10/16/13 AT&T and Customer Confidential Information

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#### Rider A - Purchased Equipment

#### 1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T can not guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

#### 2. TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to a carrier for shipment; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

#### 3. SHIPPING AND STORAGE

- (a) Shipping Charges.
  - (i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.
  - (ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.
  - (iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.
- (b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

#### 4. INVOICING: CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

#### 5. 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.

#### 6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

#### 7. LICENSES, RESTRICTIONS, REQUIREMENTS

- (a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.
- (b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

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#### Rider D - AT&T - Provided Services

#### 1. SERVICE: SERVICE PUBLICATION

Service	Service Publication Location	URL
AT&T Implementation Services	AT&T Business Service Guide Website	http://serviceguidenew.att.com
	SG Library	

- Or 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. INTELLECTUAL PROPERTY RIGHTS

- (a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services 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.
- (b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.
- (c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.
- (d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

#### 3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

#### 4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

#### 5. 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 five (5) 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.

#### 6. 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.

#### 7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, 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.

#### 8. 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.

#### 9. 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.

#### 10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services. at any other time.

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#### Sub-Rider D2 - AT&T-Provided Maintenance Services

#### SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location		
AT&T Maintenance Solutions ("AMS")	http://serviceguidenew.att.com/sg_flashPlayerPage/AMS		
AT&T Voice Maintenance Solutions ("AVMS")	http://serviceguidenew.att.com/sg_flashPlayerPage/AVMS		

AT&T provides AT&T Maintenance Solutions and AT&T Voice Maintenance Solutions Services (collectively "Maintenance Services") for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

#### 2. CERTIFICATION AND REVIEWS

- (a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturerapproved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.
- (b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.
- (c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

#### 3. MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Service are set forth in the applicable Order. UNLESS EITHER PARTY TERMINATES BY WRITTEN NOTICE ON COMPANY LETTERHEAD WITH A HANDWRITTEN SIGNATURE AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT MAINTENANCE TERM, AND IF THE LEVEL OF MAINTENANCE SERVICE REFLECTED IN SUCH ORDER REMAINS AVAILABLE UNDER THE APPLICABLE SERVICE PUBLICATION AT TIME OF RENEWAL, THE MAINTENANCE TERM WITH REGARD TO SUCH ORDER AUTOMATICALLY RENEWS: (I) FOR VOICE SUPPORTED EQUIPMENT, FOR AN ADDITIONAL ONE (1) YEAR, AND, (II) FOR DATA/VIDEO SUPPORTED EQUIPMENT, FOR THE SAME LENGTH AS THE EXPIRING MAINTENANCE TERM. AT&T MAY, AT THE COMMENCEMENT OF ANY RENEWAL MAINTENANCE TERM, CHANGE THE PRICE OF SERVICE UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

#### 4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

#### 5. REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

- (a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance, AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates.
- (b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Supported Equipment from Maintenance Services and provide a pro-rata refund.
- (c) AT&T will provide an RMA number for defective Supported Equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the date of the RMA, or Customer will be invoiced, and shall pay, for the corresponding Replacement Product. Defective Items are the property of AT&T upon delivery to the carrier.

#### 6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

- (a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Maintenance").
- (b) Covered Maintenance does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including, fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, virus and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Maintenance.
- (c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

#### 7. AT&T-PROVIDED MAINTENANCE SERVICES - SCHEDULED PAYMENT OPTION

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#### Sub-Rider D2 - AT&T-Provided Maintenance Services

If Customer elects the scheduled payment option for AT&T-Provided Maintenance Services, the number, frequency, and amount of payments are detailed in the Quote. Such scheduled payments must be paid to AT&T Capital Services, Inc. in US dollars to the address specified in the invoice. If Customer fails to pay any amount when due, enters (voluntarily or involuntarily) a bankruptcy proceeding, becomes insolvent or terminates the applicable AT&T-Provided Maintenance Services other than for AT&T's material breach, all remaining scheduled payments shall become immediately due and payable, and shall be collectible immediately.

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Sub-Rider D7 - Statement of Work
Ship To Address: 6630 Front Street Key West, FL 33040
Installation Site Address: 6630 Front Street Key West, FL 33040
Date of Submission:
Leasing: ☐ AT&T Capital Services ☐ Other: (Name of Leasing Company) ☑☐ No
Requested Delivery Date: Requested Installation/Cutover Date:  Purchase Order Number:
Pulchase Order Number:
PURCHASE PRICE
1. Total Price of Equipment\$1,738.70
2. Estimated Shipping\$8.69
3. Total Charge for Installation/Cutover \$2,277.95  4. Total Purchase Price\$4,025.34
*Taxes & Freight will be listed separately on the invoice Total Purchase Price does not include maintenance.
NOTE: A site survey is required if the installation site is a school, place of worship, warehouse, factory, residence,
municipality, car dealership, or trailer; if any of the following exist: multi-floor installation, existing 1A2 key equipment,
separate buildings that need to be cabled, installation of new cabling, a building over thirty (30) years old, special paging requests, installation of new cables, or a data installation with structured cabling. Failure to perform a Site Survey may
result in additional charges to Customer.
STANDARD PAYMENT TERMS  Delivery: 100% of Equipment & Freight
Acceptance: 100% of Services
Approved non-standard payment terms:
SELECTION OF EQUIPMENT SERVICE PLAN:
AT&T Voice Maintenance Solutions:
Support Levels: Technical Support (24X7) with Advanced Hardware Parts Replacement (24X7X4) ☐ 24X7
Technical Support (8X5) with Advanced Hardware Parts Replacement (8X5 Next Business Day) 🛛 8X5
ACCEPT - Customer Initials: DECLINE - Customer Initials:
Initial Term: (1) Years From: To: Annual Price: \$500.00
Service Plan Payment Terms (default is annual): Prepay Annual Financing: (Name of Leasing Company)
NOTE: Maintenance Services commence on the first day of the month following the IPOSS token activation and successful system registration which occurs at system installation.
TERMINATION PRICING AD HIGTMENTS. If Quaternasterminates ATST Value Meintenance Collisions in what a size of the literature
TERMINATION PRICING ADJUSTMENTS: If Customer terminates AT&T Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees 30
days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-
recoverable and third party costs.

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remote technical support for hardware and software access to major and minor software upgrades, software updates/correct content, AT&T and Customer Confidential Information

NOTE: Avaya IP Office Support Services Plan is required and may not be terminated during the initial term. Support Services include

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Sub-Rider D7 – Statement of Work software patches; remote connectivity and parts replacement.
AT&T Avaya IP Office Support Services:
<b>TERMINATION PRICING ADJUSTMENTS:</b> If Customer terminates AT&T Avaya IP Office Support Services, in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.
NOTE: If Customer has an Ethernet router included in the IP Office solution, then Ethernet Router Maintenance Service is required. ERS Support Services include remote technical support for Ethernet router and parts replacement.
Ethernet Router Support Services: 24X7 8X5
Term: () Years From: To: Price: Service Plan Payment Terms (default is annual):PrepayAnnualFinancing: (Name of Leasing Company)
<b>TERMINATION PRICING ADJUSTMENTS:</b> If Customer terminates Ethernet Router Maintenance Service, in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.
Manufacturer-Provided Maintenance Services: OEM: Name of Service: Coverage Level:
ACCEPT - Customer Initials: DECLINE - Customer Initials:  Term: () Years From: To: Price:
Service Plan Payment Terms (default is annual): Prepay Annual Financing: (Name of Leasing Company)
<b>TERMINATION PRICING ADJUSTMENTS:</b> If Customer terminates Manufacturer-Provided Maintenance Service in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.
Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.
Please see the following exhibits:
Exhibit 1: Scope of Work Addendum  Exhibit 2: Schedule of Charges
Avaya IPO 08/05/16

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#### Rider E - Additional Avaya Terms

#### **Avaya Software License and Warranty**

- (a) Avaya Software is subject to (1) the Avaya Global Software License Terms ("Avaya Software License Terms") for heritage Avaya Purchased Equipment or (2) the Avaya Software License Terms for Heritage Nortel Networks Products ("Heritage Nortel Software License Terms"), provided at <a href="http://support.avaya.com/LicenseInfo.">http://support.avaya.com/LicenseInfo.</a> Both the Avaya Software License Terms and Heritage Nortel Software License Terms are separate agreements between Customer and Avaya. Customer shall assent to and comply with the Avaya Software License Terms or the Heritage Nortel Software License Terms as applicable.
- (b) For Avaya Purchased Equipment, including both heritage Avaya and Heritage Nortel products, Avaya Global Product Warranty Policy for End Users ("Avaya Product Warranty") is the applicable pass through Purchased Equipment warranty. Customer shall assent to and comply with the Avaya Product Warranty provided at <a href="http://support.avaya.com/LicenseInfo">http://support.avaya.com/LicenseInfo</a>.

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#### STATEMENT OF WORK

QTY	PART#	PRODUCT
1	383125	IP OFFICE R10 ESSENTIAL EDITION PLDS LIC:DS
1	700213440	IP OFFICE ISDN CABLE RJ45/RJ45 3M RED
1	700289770	POWER CORD 18AWG 10 Amp AC US/NORTH
1	700417330	IP OFFICE IP500 EXTENSION CARD DIGITAL STATION
1	700417439	IP OFFICE IP500 TRUNK CARD PRIMARY RATE
1	700430150	IP OFFICE IP500 WALL MOUNTING KIT
1	700476005	IP OFFICE 500 VERSION 2 CONTROL UNIT
1	700479710	IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW
2	700504841	1408 TELSET FOR CM/IP OFFICE/INTEGRAL
1	700510909	1408 TELSET COMMUNICATION MANAGER/IP
1	RM-DP48C	ONEAC DS1/T1/ISDN PRI DIGITAL LINE PROTECT
6	W4	Reuse Wiring
	WT1	Test PRI Circuits

# Exhibit 1: Scope of Work Addendum For Avaya IP Office Implementation Services

#### Introduction

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 Change Control Process described in this SOW.

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW, if this SOW is not signed by Customer and AT&T by 1/7/2018.

AT&T reserves the right to utilize subcontractors at its discretion.

#### Implementation Service Levels

#### **Project Overview:**

Special Features or Requests for This Installation: None

Special Equipment Requirements; Ladders, etc.: Key West Resort Utilities

**COMPOSITE EXHIBIT CAJ-15** 

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE
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e a	STATEMENT OF WORK
AT&T offers marked will	s two levels of Implementation Services for the Avaya IP Office Implementation. The level be provided under this SOW:   Standard   Custom
AT&T will d	evelop the number of templates and hunt groups marked below for total user increments:
25	24 users (4 templates) (4 hunt groups) 5-71 users (5 templates) (5 hunt groups)
	2-100 users (6 templates) (6 hunt groups) 01-250 users (7 templates) (7 hunt groups)
	Intercom Call Park Call Pick Up Hunt Groups Voicemail – 1 per user/hunt group Auto-Attendant - 1 Day/Night menu (maximum 3 layers, 5 choices per layer) Call Forward All (one location) Do Not Disturb (DND) button Bridged Appearances Busy Indicator Transfer Conference Drop Redial Night Auto Attendant button Phone Paging IP Office Manager Receptionist Hunt Groups OneX Mobile Lite
1.2. Cus 1.2. 1.2.3	<ol><li>Other complex features, while available in the system, may not be listed below and also require completion of a Change Request signed by both the Customer and AT&amp;T.</li></ol>
	<ul> <li>Voice Mail to Email (IMS)</li> <li>Additional Auto-Attendant - 1 Day/Night menu (maximum 3 layers, 5 choices per layer)</li> <li>Additional Auto-Attendant - 1 Day/Night menu (maximum 5 layers, 5 choices per layer)</li> <li>Conference Bridges</li> <li>Operator Console</li> <li>Additional Speed Dial (50 increments)</li> <li>Call Center/ACD (Automatic Call Distribution)</li> <li>Multi-site Integration</li> </ul>

UA Pricing Schedule SOW Global Services – Avaya IP Office 02/25/17

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Remote Users/RAP
CTI, Fax, and Mobile Integration
External Music on Hold Configuration/Installation
Night Bells
Overhead and/or External Paging
Voice Mail Pro
User Licenses – Office Worker, Mobile Worker, Teleworker, Power User
OneX Portal
OneX Mobile Preferred
Advanced ACD - usually accompanied Advanced SW and with 3rd party serves and
other custom apps
Contact Store for Recording
Custom Call Reporting - CCR
UC Server
3rd Party Server
Unified Messaging
IPT - Hard Phone and Soft Phone
Flare on the iPAD
Small Community Networking / Multi-site networking
Data Switches / Routers
Video
Plug Ins with OneX Portal

#### 2. 911 Emergency Service Acknowledgement

Please read this notice concerning compatibility of IP Phone Sets with your 911 services.

Two general areas of concern exist regarding the implementation and operation of 911 Emergency Service in an IP Telephony environment. The first is powering of the phone set and supporting systems; the second is routing and information exchange for processing a 911 call with accuracy.

Many digital and IP phone sets, including Avaya digital and IP Phone sets, are inoperable during a commercial power outage if not supported by an Uninterrupted Power Supply (UPS) connected to the IP Office and either each local transformer/power block to the IP Phone or to each LAN switch supplying "inline power" over LAN wiring. Ethernet switches and routers may also need to be protected by a UPS. THE FAILURE TO USE UPS PROTECTION MAY AFFECT USERS' ABILITY TO REACH 911. You are advised to use the in-line power option for all Avaya IP Office IP Phone sets and to provide UPS service for the IP Office and all components along the voice traffic and call processing path in the network.

The placement of IP telephone gateways, a well-designed dialing plan, and backup support are critical for accurate Emergency 911 call processing. Where only basic 911 service is available (enhanced 911 (E-911)) service is not available in all areas in the United States), you may be required to have a local IP telephone gateway at each site as well as a dialing plan that uses the local gateway for 911 calls. OTHERWISE, THE 911 OPERATOR MAY NOT BE ACCESSIBLE OR THE CALL MAY BE ROUTED TO AN INCORRECT 911 OPERATOR.

If E-911 service is available in your area, it offers the capability to provide to the 911 Operator the geographic location of the remote user. You must equip your Avaya IP Office system with Analog Loop Start trunks for local voice access services to utilize this functionality with an external Centralized Automatic Message Accounting (CAMA) translator box (or equivalent) to utilize the E-911 functionality. You also must maintain a location database that maps the calling party telephone number to the physical location of the calling party (i.e., building/floor/room). The E-911 system will use this database to direct emergency services to the appropriate location. The use of Avaya Communicator VoIP

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**DOCKET NO.: 0170141-SU** 

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applications on mobile devices may require additional configurations to correctly implement E-911 (NOTE: it is recommended that such mobile device applications should not be used for emergency calling and that another method of emergency calling should be used). OTHERWISE, THE 911 OPERATOR MAY NOT BE ACCESSIBLE, OR THE CALL MAY BE ROUTED TO AN INCORRECT 911 OPERATOR, OR INCORRECT LOCATION INFORMATION MAY BE PROVIDED TO THE 911 OPERATOR.

You are solely responsible for determining whether you will equip your VoIP system with the foregoing functionality. If you do, the network and database services required to provide this capability will be provided at an additional charge. You will be solely responsible for maintaining the location database and potentially other configuration parameters, which must be updated every time the physical location of an IP phone changes. You may be required by state law (for instance, in Illinois and Texas) to purchase equipment or maintain databases to provide user-specific location information. Neither AT&T nor Avaya can advise you as to what your legal obligations are in this respect. You should consult your attorney.

Our sales manager will be happy to answer questions you may have concerning the way your system works with 911 services and provide further information regarding that matter upon your request.

Please sign where indicated below to acknowledge receipt of this important information:

Customer Signature	
Printed Name	
Title	
Data	

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#### STATEMENT OF WORK

#### 3. Project Implementation

The following are requirements for the Avaya IP Office project implementation.

#### 3.1 AT&T Responsibilities - Pre-Implementation

- 3.1.1 In support of the Services for this Project, AT&T shall assign an AT&T Project Coordinator to interface directly with the Customer Project Manager.
- 3.1.2 The AT&T Project Coordinator's responsibilities are as follows:
  - a) Serve as the primary interface to the Customer organization.
  - b) Coordinate the Site installation dates with the Customer Project Manager. Installation dates may vary if network connectivity is being installed and coordinated as part of this Project. Customer and AT&T will mutually agree to the Project timeline.
  - Function as the escalation focal point for issues that may arise under this SOW.
  - d) Provide, at the Customer's written or oral request, status updates as to the progress of the Services provided under this SOW. These updates will be provided via email or telephone conversations.
  - e) Process and track equipment procurement orders as required.
- 3.1.3 AT&T will provide the IP Office Implementation Planning Form to Customer. The Customer uses this Form to document station design, system design, and feature deployment information for programming.
- 3.1.4 AT&T Project Coordinator will conduct up to two (2) design conference calls per location with Customer to assist Customer in completing the IP Office Implementation Planning Form.
  - The Project Coordinator will provide to the Customer station review examples for each telephone set model using the preconfigured programming templates for end user sets. Customer is responsible for completing the station reviews and providing the information regarding all end-user sets using the preconfigured programming templates at each location on the Implementation Planning Form in the agreed to timeline.
  - b) The Project Coordinator will review with the Customer the system design components such as call routing requirements, non-preconfigured end user sets including answering positions, and other system parameters addressed in the Form.
  - c) The Project Coordinator will e-mail the final IP Office Implementation Planning Form for Customer signature to acknowledge the Customer's acceptance of final system configuration.

#### 3.2 AT&T Responsibilities - Staging

- 3.2.1 AT&T assembles the IP Office modules to meet product and customer specifications.
- 3.2.2 AT&T develops, loads, and tests station review and system call flow on the IP Office system using information provided by the Customer on the IP Office Implementation Planning Form. AT&T will not implement any application requirements or business rules that AT&T determines cannot be supported in IP Office configurations.
- 3.2.3 AT&T builds all standard voice mail configuration users' voicemail boxes based on the final IP Office Implementation Planning Form.
- 3.2.4 AT&T upgrades software to current level according to manufacturer-specified procedures and licensing, and verifies configuration parameters after burn-in and equipment testing.
- 3.2.5 AT&T re-packages equipment and ships it to the Customer's site.

# 3.3 Customer Responsibilities – Pre-Implementation Switch Room, Equipment, and Network Readiness

3.3.1 Customer completes ordering, installation, and turn-up process for all network circuit facilities required for the IP Office implementation. All network circuit facility points of demarcation must be in the equipment room where the IP Office will be installed.

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- 3.3.2 Customer verifies all wiring is in place, is in good condition and capable to transport or sustain proper electrical signals as required by the equipment, is terminated in the equipment room, and is properly labeled. Customer verifies that all station cables are home run from within 3 feet of the station to the equipment room, all intermediate termination points are already cross connected, and that there are no bridged stations. If existing cabling does not meet the required specifications, Customer will be responsible for all charges associated with any new cabling.
- 3.3.3 Customer provides UPS, equipment rack or sufficient desk space, power, and grounding in accordance with the manufacturer's specifications prior to the commencement of installation.
- 3.3.4 Customer provides installation location away from extreme heat, sprinkler systems, water or steam pipes; and not located within 10 feet of machinery, copiers or transformers that generates magnetic fields, radio frequency or electrostatic interference; with humidity not exceeding 80%.
- 3.3.5 Customer completes all requirements for system connectivity to non-AT&T-provided services including:
  - Raceways, boring and cutting, trenching, conduits, variances, and rights of way required for installation
  - b) Order, install, and test all data and voice network circuits
  - c) Ensure network circuits demarcation is clearly identified
  - d) Earthquake bracing, if required
  - e) Customer private network (e.g. LAN/WAN or privately-provided facilities in a campus environment)
- 3.3.6 Customer verifies all distance and interference limitations of interface cables used and ensures all necessary cabling, power, grounding, and environmental conditions are complete at each site. The environment must conform to the manufacturer's specifications.
- 3.3.7 Customer installs and verifies the operation of all CPE not provided by AT&T.
- 3.3.8 Customer performs all upgrades and changes required or identified by AT&T for the successful implementation of equipment.
- 3.3.9 Customer provides secured remote IP access, including hardware and associated network such as a modern or internet/VPN, to the IP Office system for remote support throughout the duration of the installation. Remote access must be in place prior to any AT&T onsite activities.

#### 3.4 Customer Responsibilities – Pre-Implementation General Readiness

- 3.4.1 Customer designates a Customer Project Manager as a single point of contact for all implementation support issues within the scope of this project to interface with the AT&T Project Coordinator. Customer Project Manager provides required information to AT&T Project Coordinator to define system design, develop project schedule, confirm site readiness and verify network circuit facilities readiness for each site prior to installation of the IP Office system.
- 3.4.2 Customer Project Manager attends all project meetings and system design conference call(s) with the AT&T Project Coordinator to complete the IP Office Implementation Planning Form. Customer completes all meetings within the agreed to timeline.
- 3.4.3 Customer completes the station review information for all end-users using the preconfigured templates at each location on the Implementation Planning Form in the agreed to timeline and emails final form to AT&T Project Coordinator.
- 3.4.4 Customer completes with the AT&T Project Coordinator the system design components within IP Office Implementation Planning Form that includes call routing requirements, non-preconfigured end user sets including answering positions, and other system parameters.
- 3.4.5 Customer designates a technical point of contact that has detailed knowledge of the Customer's data network and policies utilized.
- 3.4.6 Customer or Customer's technical point of contact provides the current physical and high level network design of their existing network. Customer must provide addressing

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- schemes so that any new IP addressing schemes will not conflict with IP addressing already in place on the internal network.
- 3.4.7 Customer confirms network circuit facilities ready date, confirms cutover date, and confirms training date.
- 3.4.8 Customer provides accurate, marked floor plans, database records, and cable records as applicable.
- 3.4.9 Customer manages internal agency/departmental groups/decisions to meet jointly agreed to project plan dates.
- 3.4.10 Customer assumes responsibility to manage other vendors associated with the project that is not managed by AT&T. Customer failure to successfully manage other vendors may impact implementation dates and customer price.
- 3.4.11 Customer identifies and provides to AT&T the primary and backup onsite Customer contacts for all installation sites responsible to provide site access clearance, escort, safety training or interface with other organizations as required.
- 3.4.12 Customer executes the final IP Office Implementation Planning Form to accept system configuration.

#### 3.5 AT&T Responsibilities - Implementation

- 3.5.1 AT&T delivers equipment from the staging facility to the Customer-designated installation locations within the same general Site; delivery includes unpacking and inspecting AT&T-provided equipment at the installation location.
- 3.5.2 AT&T connects and tests existing analog and digital trunk(s) to the IP Office system and informs the Customer of the results. If network problems are detected, it shall be Customer's responsibility to resolve the problems with any non-AT&T service provider. Any delays or troubleshooting with facilities or turn-up issues will be billed at an hourly rate.
- 3.5.3 AT&T provides hardware installation which includes the placement and testing of all AT&T provided equipment and/or adjuncts.
- 3.5.4 AT&T cross-connects in the switch room, between the IP Office and Customer's network circuit facilities. This includes cross connect of the trunk and station ports on the IP Office and trunk and station terminations.
- 3.5.5 AT&T installs and verifies operation of the Voice over IP calls between the site location(s) for which Customer has purchased VoIP components and AT&T installation services.
- 3.5.6 If applicable, AT&T guides Customer personnel through the proper installation and operation of IP Office desktop PC client software (for end-user computer) on one (1) computer. The Customer is responsible for installing client software on all remaining Customer-owned computers requiring the software.
- 3.5.7 AT&T performs acceptance tests once configured to Customer's system design to confirm proper installation of the solution.
- 3.5.8 AT&T shall not be responsible if the service provided hereunder results in exceeding the 802.3 compliance for UTP cabling when adding the Power Patch Panel.
- 3.5.9 AT&T will not implement, program, or support non-AT&T supported IP Office Applications.

#### 3.6 Customer Responsibilities - Implementation

- 3.6.1 Customer Project Manager assumes responsibility for all customer related issues (e.g., timely agency/department decisions and agreement to scheduling, change orders, project correspondence, training, acceptance and placing proposed system in service).
- 3.6.2 Customer provides access arrangements to building(s), site(s), offices, switches, and/or other equipment and areas as requested by AT&T for Installation and any security clearances, escorts, and special safety equipment. Customer agrees that AT&T shall have reasonable and free access to equipment and areas necessary for installation.
- 3.6.3 Customer Project Manager shall be completely accessible throughout installation to facilitate issue resolution.
- 3.6.4 Customer shall provide AT&T with floor plans marked with station number and device type.

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- 3.6.5 Customer shall provide AT&T the following trunking information: network vendor contacts, circuit IDs, and telephone numbers.
- Customer ensures any PCs with IP Office applications reside on the same LAN as IP 3.6.6 Office.
- 3.6.7 Customer resolves network problems with internal support organization or service provider.
- 3.6.8 Customer is responsible for all configurations of firewalls, routers, and managed devices that will be integrated with the IP Office.
- Customer shall provide an internal or third party network administrator, and, if applicable, a cabling technician resource when required by AT&T to facilitate integrating the IP Office, Voicemail, or other applications on the LAN, implementing and testing Voice over IP phones, supporting PC client installations, and/or network integration
- 3.6.10 Customer shall install and customize Phone Manager Lite. Customer shall customize Phone Manager Pro or Soft Console.
- 3.6.11 Customer will coordinate and provide an interface with all non-AT&T network vendors and/or cabling technicians, during the installation as applicable to testing network changes required to make the data/voice network operational. Customer shall not request AT&T to serve as the interface point or contact point for other service or system providers.
- 3.6.12 Customer shall resolve all issues related to Customer-provided hardware, data network connectivity, and other Customer readiness issues.
- 3.6.13 Customer shall provide a voice telephone line and number near the IP Office system for use by AT&T at no charge to AT&T.
- 3.6.14 Customer shall provide adequate secured storage areas onsite for AT&T equipment and staging for the duration of the project. Customer shall assume responsibility for any loss or damage of all equipment that has been delivered to the Site pursuant to this agreement.
- 3.6.15 Customer shall provide timely acceptance of test results, system operation verification, documentation, and system acceptance.
- 3.6.16 Customer shall ensure its understanding of the billing, system warranty, and repair procedures.

#### 3.7 AT&T Responsibilities - Training

- AT&T schedules end-user training classes with the Customer at an agreed to time during the installation period.
- 3.7.2 The training will provide programming overview of the IP Office system, the operation of system features and voice mail (if applicable). AT&T recommends one (1) hour for fifteen (15) users.
- Training will be conducted during AT&T Business Hours (8:00 a.m. to 5:00 p.m. local 3.7.3 time, excluding AT&T designated holidays).
- AT&T shall provide cabling from installation room to the equipment room and install the required station wiring to handle ten (10) training instruments. AT&T will provide and perform installation and programming for ten (10) training stations.
- 3.7.5 Supplemental training, repeat training, or onsite training can be purchased through a Change Request Order.

#### 3.8 Customer Responsibilities - Training

- Customer shall provide a training room at the Site with adequate table space, board or easel for the trainer, chairs and tables to accommodate up to fifteen people. Customer shall provide power, grounding, and network infrastructure as specified to facilitate
- 3.8.2 Customer will coordinate the assignment of trainees with the AT&T instructor.
- 3.8.3 Customer is responsible for end users and administrator attending their assigned training

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#### 3.9 General

- 9.1 AT&T is not responsible for the performance and voice quality of the VoIP Telephony over the Customer LAN, Wireless LAN, and/or WAN. AT&T makes no guarantees of bandwidth, prioritization, or Quality of Service.
- 3.9.2 AT&T does not support VoIP over the Internet.
- 3.9.3 The Customer is responsible for maintaining Quality of Service and security in the data and wireless networks for VoIP Services.
- 3.9.4 AT&T makes no guarantees of wireless coverage or bandwidth. Many factors can impact the quality of a wireless signal and coverage area, including interference from other electrical equipment and/or wireless devices, obstructions, antenna placement, etc. Customer is responsible for any charges associated with additional services, equipment, and/or cabling required to meet Customer's wireless coverage requirements.
- 3.9.5 AT&T does not install client applications on mobile telephones.
- 3.9.6 Any delays or troubleshooting with facilities or turn-up issues will be billed at an hourly rate.
- 3.9.7 Installation services and/or training will be completed during Business Hours. If Customer request any work be performed after Business Hours, and/or on Saturday, Sunday, and AT&T's designated holidays, incremental premium charges will apply.
- 3.9.8 Incremental AT&T services not caused by AT&T, such as lack of Site preparation, failure by Customer to complete any responsibilities as specified in this SOW, additional out of scope services, rescheduling of dates and/or times, delays, denial of access, errors, inaccuracies, or changes to the defined scope by the Customer, shall be subject to AT&T's then-current time and materials rates plus expenses. This includes any additional visits or required overtime resulting from the delay(s).
- 3.9.9 The Customer's network architecture design shall not change between the date of Customer's execution of this SOW and the completion of all Services specified hereunder.
- 3.9.10 AT&T requires a minimum lead-time of up to thirty (30) days from acceptance of a Customer purchase order to complete preparation activities prior to installation. AT&T will make commercially reasonable efforts to meet the requested installation date.
- 3.9.11 AT&T will confirm an installation date with the Customer once all equipment has been received from the manufacturer, the Customer has provided all information required for system programming and staging, and Site readiness has been confirmed.
- 3.9.12 All work will be performed over a consecutive time frame, unless otherwise specified.
- 3.9.13 Any changes to the Project Scope must be requested via a Change Request document.
- 3.9.14 AT&T reserves the right to charge Customer for the full amount or a portion of the installation in the event that Customer cancels or reschedules any installation without ten (10) days prior written notice. This excludes unforeseen events causing outages or issues, which may cause significant disruption to the business operations.
- 3.9.15 The following services are not covered under this SOW:
  - a) Support or replacement of equipment that is altered, modified, mishandled, destroyed or damaged by natural causes, or damaged due to a negligent or willful act or omission by Customer or used by Customer other than as specified in the applicable AT&T-supplied documentation after delivery to installation site and prior to installation.
  - Services, software or hardware required for software or hardware problem resolution resulting from third party products or causes beyond AT&T's control.
  - c) Any hardware upgrade required to run new or updated software.
  - d) Data network reconfiguration to support the IP Office deployment.
  - e) Any PBX interface and/or configuration and Telco circuit changes or upgrades.
  - Network audits, network design, network/site surveys, and network expansion that may be offered under a separate SOW.

#### 3.10 Change Management Procedures

- 3.10.1 It may become necessary to amend this SOW for reasons including, but not limited to, the following:
  - a) Changes to the scope of work and/or specifications for the Services,

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- b) Changes to the Implementation Plan,
- c) Non-availability of resources which are beyond either party's control; and/or,
- d) Environmental or architectural impediments not previously identified
- 3.10.2 In the event either party desires to change this SOW, the following procedures will apply:
  - a) The party requesting the change will deliver a Change Request document. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the deliverables, the schedule, and the costs.
  - b) A Change Request may be initiated by either party for any material changes to the SOW. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if required to implement the Change Request. If both parties agree to implement the Change Request, each party will sign the Change Request, indicating the acceptance of the changes by both the parties.
  - Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this SOW.
  - d) Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

#### 3.11 Completion Criteria

- 3.11.1 Customer shall ensure that the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by AT&T.
- 3.11.2 Customer shall indicate its acceptance of the Service or Deliverable by signing the Certificate of Acceptance document within five (5) Business Days from notification of completion. Services and Deliverables will be deemed accepted if Customer fails to respond within this five (5) Business Day period.
- 3.11.3 If a Service or Deliverable is not complete for any reason, Customer shall provide written notification to AT&T. AT&T shall have ten (10) days after the receipt of such notice to correct the error given it is within the scope of this SOW to do so. Such time period to correct the error may be extended by mutual consent; however minor discrepancies in Installation shall not serve to delay Acceptance.

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AT&T MA Reference No.

#### MULTI-SERVICE AGREEMENT

Customer	AT&T
Key West Resort Utilities	AT&T Corp.
Street Address: 6630 Front Street	
City: Key West State/Province: FL	
Zip Code: 33040 Country: US	
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Chris Johnson	Street Address: 11700 Great Oaks Way Suite 300
Title:	City: Alpharetta State/Province: GA
Street Address: 6630 Front Street	Zip Code: 30022 Country: US
City: Key West State/Province: FL	
Zip Code: 33040 Country: US	With a copy to:
Telephone: 305-295-3301	AT&T Corp.
Fax:	One AT&T Way
Email: chris@kwru.com	Bedminster, NJ 07921-0752
	ATTN: Master Agreement Support Tearn
	Email: mast@att.com
This Multi-Service Agreement between the customer named	above ("Customer") and AT&T Corp. ("AT&T") is effective when signed by both parties.
Customer (by its authorized representative)	AT&T (by its authorized representative)
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Agreement: The terms and conditions for the products and services that AT&T provides to Customer under this Agreement ("Services") are found in this document and the following additional documents (collectively, the "Agreement"): (i) Tariffs, Guidebooks and Service Guides found at att.com/service publications; (ii) pricing schedules or other documents attached to or later executed by the parties and referencing this document ("Pricing Schedule"); and (iii) the Acceptable Use Policy ("AUP") found at att.com/aup. AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Ordering: If an applicable Service Publication expressly permits placement Order, this Multi-Service Agreement, and the applicable Service Publications; provided that, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms. This Agreement continues so long as Services are provided under this Agreement,

Affiliate Signature: An AT&T or Customer Affiliate may sign a Pricing Access to Premises: Customer will in a timely manner allow AT&T to Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause respective Affiliates to comply with any such separate and associated contract.

Services: AT&T will either provide or arrange to have its Affiliate provide Services to Customer and its Users (anyone who uses or accesses any

Service provided to Customer), subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent, Customer will cause Users to comply with this Agreement and is responsible for their use of any Service unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet or is a wireless (i.e., cellular) data or messaging Service, Customer, its Affiliates and Users will comply with the AUP.

of an order for a Service under this Multi-Service Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Multi-Service Agreement for the Service Ordered.

access or at Customer's expense obtain timely access to property (other than public property) and to equipment as AT&T reasonably requires for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes,

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MSA UA VER III 11/16/2012 eCRM ID

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#### MULTI-SERVICE AGREEMENT

wireways, wiring, plans, equipment, space, power/utilities and other items AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

Hazardous Materials: Customer will ensure that the location where AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate any affected Service or any affected component of a Service ("Service Component") or suspend performance until Customer removes the hazardous materials.

Independent Contractor Relationship: Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement.

Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

Equipment: Services may be provided using certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to the AT&T Equipment. The Site is the physical location where AT&T installs or provides a Service.

Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

Prices, Pricing Schedule Term and Taxes: The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

Prices in the Pricing Schedules are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services. If required by law to withhold or deduct applicable taxes from payments due to AT&T, Customer must use reasonable commercial efforts to minimize any such taxes and must furnish to AT&T such evidence as may be

required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attomey fees) of collecting delinquent or dishonored payments and may charge late payment fees (i) for Tariff or Guidebook Services, at the rate specified therein; or (ii) for all other Services at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law. AT&T may require a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed.

If a Pricing Schedule includes a MARC and Customer's MARC-Eligible recurring and usage charges after deducting discounts and credits and excluding taxes, regulatory charges and charges for Purchased Equipment in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors.

AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice,

AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

If Customer fails to rectify a violation of the AUP within 5 days after notice from AT&T, AT&T may suspend or terminate the affected Service Component. AT&T may suspend or terminate immediately if: (i) the suspension or termination is a response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that: (a) AT&T may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T allows the violation to continue; (b) the violation may harm or interfere with the integrity, normal operations or security of AT&T's network or of networks with which AT&T interconnects or may interfere with another customer's use of AT&T services or the Internet; or (c) the violation presents imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

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Termination Charges: If prior to Cutover, Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination.

Thereafter, if Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (I) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination.

If Customer terminates a Pricing Schedule that has a MARC, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

In addition, Customer may terminate an affected Service Component without incurring termination charges if (a) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (b) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (c) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of, or assessment of or changes to additional charges such as surcharges or laxes.

Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING, FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR APPLICATIONS. OTHERS' CONTENT. DATA. PROGRAMS. INFORMATION, NETWORKS OR SYSTEMS.

Limitation of Liability: AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS

AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT.

ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement,

Indemnity: Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; or (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement.

Import/Export Control: Customer and not AT&T is responsible for complying with import and export control laws, conventions and regulations applicable to any equipment, software or technical information that Customer moves or transmits between countries.

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations

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#### MULTI-SERVICE AGREEMENT

applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises.

This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege.

Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes.

Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

This Agreement constitutes the entire agreement between the parties concerning its subject matter. Except as provided in License and Other Terms, above, this Agreement supersedes all previous agreements, whether written or oral.

This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

#### Definitions:

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software,

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#### **Workitem Information**

Tracking Number: 1016170SW51866 Request Sub Type: Place an Order

#### **User Information**

AMC: true ATTUID: js5576 First Name: JOSEPH Last Name: STEINER Phone Number: 6789372061 Email Address: JS5576@att.com

Sales Code: PJS5576 Delivery Method: Webform

#### **Customer Information**

Customer Strata: Small Business Solutions Company Name: K; W RESORT UTILITIES CORP

First Name: Chris Last Name: Johnson Phone Number: 3052953301 Email Address; chris@kwru.com

Service Location State: Florida

#### **General Information**

Order Type: Records Route To: SE AMC - Simple

WEBMOM

View/Edit Form

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# Avaya 9608G IP Deskphone

# Give your everyday users enriched communications capabilities



The 9608G IP
Deskphone is
an 8-line phone
ideally suited for
everyday users
who consider the
phone to be one
of many useful
communication
tools and who
rely on common
functions like
directory and
speed dial to
enhance
productivity
and collaboration.

The competitively priced, high-performing Avaya 9608G IP Deskphone features a monochrome display, 4 softkeys, high definition audio quality, integrated Gigabit Ethernet interface, headset support, and up to three 12- or 24-button Expansion Modules. Part of the 9600 Series IP Deskphones, the 9608G leverages your enterprise IP network to deliver sophisticated voice communications from headquarters, remote locations, or home offices. Integrated with the Avaya Aura\* and IP Office™ Platforms, the 9608G optimizes communications through a flexible architecture that leverages existing investments and accommodates changing business needs.

#### **Key Features and Benefits**

- Delivers high definition audio that can increase productivity by reducing fatigue and provides easier-tounderstand multi-party calls through the wideband audio codec in the handset and headset.
- Simplifies call control on the display using softkeys for everyday functions such as transfer, conference and forwarding; also makes it easy to perform everyday tasks such as quick access to the corporate directory.
- Provides visual queues that can speed task management through 8 dual-color Red/Green LED buttons.
- Improves flexibility through support of a secondary Gigabit Ethernet port for a PC.

- Enables high-speed call handling through support of up to three
   12- or 24-button Expansion Modules.
- Offers consistency through a common interface with soft clients and mobile endpoints.
- Accommodates advanced unified communications solutions with Session Initiation Protocol (SIP) based infrastructure on the Avaya Aura platform.
- Supports reduced energy consumption and lower costs through Power-over-Ethernet Class 1 design with "sleep mode".

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# **Specifications**

#### Hardware

- Monochrome display 3.2 inches x 2.2 inches (8.2 cm x 5.5 cm)
- 8 buttons with dual LEDs (red, green)
- 4 softkeys
- Hard buttons for phone, messages, contacts, history, home, navigation cluster, headset, speaker, volume, mute
- Red LEDs for speaker, mute, headset, message, history
- 24 administrative buttons
- Wideband audio in handset and headset
- · Full duplex speakerphone
- Ergonomic hearing aid compatible handset supports TTD acoustic coupler
- · Message waiting indicator
- IC call alerting with 360-degree visibility
- Rich, classic and alternate ringtones
- Wall-mount and dual-position stand
- Gigabit Ethernet (10/100/1000) line interface
- Second Ethernet interface 10/100/1000
   Mbps
- PoE Class (IEEE 802.3af) registers as class 1 device

#### Software

- · SIP protocol support
- · H.323 protocol support
- Standards-based codec support: G.711, G.726, G.729A/B, G.722 (G.726 is not available in SIP)
- Supports the following languages:
   Arabic, Brazilian Portuguese, Simplified
   Chinese, Dutch, English, Canadian
   French, Parisian French, German,
   Hebrew, Italian, Japanese (Kanji,
   Hiragana and Katakana), Korean, Latin
   American Spanish, Castilian Spanish, and
   Russian

# Minimum Requirements and Platform Support

- Avaya Aura Communication Manager
   6.x and greater (H.323)
- Avaya Aura Communication Manager 6.x with Avaya Aura Session Manager 6.x
- IP Office 8.1 or greater (H.323)
- Local or centralized electrical power through a 802.3af switch, or local power supply (optional)
- HTTP file server

#### Learn More

To learn more about the 9608G IP Deskphone and 9600 Series IP Deskphones contact your Avaya Account Manager, Avaya Authorized Partner or visit avaya.com for white papers, case studies and other information showcasing Avaya solutions in action.

# About Avaya

Avaya is a global provider of business collaboration and communications solutions, providing unified communications. contact centers, networking and related services to companies of all sizes around the world. For more information please visit www.avaya.com.







The 9608G IP Deskphone is a global model. English language text on the faceplate has been removed.

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AVAYA

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# Avaya 9508 Digital Deskphone

A Sleek, High-End Phone Designed for Small Business Executives and Managers

The Avaya 9500 Series Digital Deskphones allow small and medium sized businesses to deliver highly reliable, high quality, communication solutions for a range of user types within the organization. With an appearance and functionality similar to that of the well-established Avaya 9600 Series IP Deskphones, the 9500 Series can be deployed in mixed digital/IP telephony environments and are an ideal choice for companies wanting to add digital endpoints with a consistent look and user experience to their existing portfolio. The 9500 Series' smart design, crystal-clear sound and productivity features make these phones an easy choice for companies looking to gain strategic competitive advantage from their communications infrastructure.

Looks Great, Sounds Better: The 9500 series features large, eye-friendly displays; paperless, all-digital labeling; and a highquality integrated speakerphone that ensures everyone can hear and be heard.

Familiar, Functional Interface: There's almost no learning curve with the 9500 Series. Almost any user will intuitively know to use the fixed keys to access the most common features and the flexible softkeys with contextual guidance and prompts.

A Sound Investment: The 9500 Series is an excellent value for your growing company - and it's designed to remain that way, with expansion options including a headset interface. The 9500 Series delivers significant competitive advantages at its price point while lowering total cost of ownership for your company.

# The Avava 9508 Digital Deskphone: An Indispensable Phone for **Executives and Managers**

Small business executives who spend a great deal of time on the phone rely on advanced telephony features and depend on high quality, real-time voice communications. for the success of their roles. With a large, easy-to-read display, the 9508 provides multiple feature keys, speed dials, and call logs to please the most demanding executive.

#### The 9508 Digital Deskphone delivers what managers need:

• 8 administrable feature buttons on 3 levels (total of 24 button positions), plus optional 12-button expansion module for a total of 96 feature keys or speed



dial buttons with dual red-green LEDs to display status

- · 10 fixed-feature keys for common tasks (e.g. contacts, history and message)
- · Integrated, two-way speakerphone
- Headset jack supports wide array of wired and wireless Avaya headsets
- · Additional caller related information is displayed with active appearances for easier call handling
- · Context-sensitive interface, 4-way nav cluster and 4 softkeys simplify and speed up operations
- · 8 line X 32 character display, white backlit for easy viewing

# Avaya 9508 Digital **Deskphone Key Features**

#### Connectivity

· Avaya IP Office Release 7.0 or later

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#### **Hardware Specs**

- · Charcoal gray
- · Handset with 9-ft cord
- · Dual-position stand
- Wall-mountable
- · White backlit graphical display 181 x 121 dots; 8 rows x 32 characters
- · Permanently-labeled buttons: Speaker, Headset, Mute, Volume, Avaya Menu, Phone, History, Contacts, Voicemail Message
- · Permanently-labeled navigation cluster (Up/Down, Left/Right, OK)
- · Message Waiting indicator
- 8 administrable buttons
- · 4 contextual softkey buttons
- Button Module 12 (BM12) supported; up to 3 can be connected
- Headset support
- · Two-way speakerphone
- · 2 wired line interface

#### Size and Weight

- · Length (depth) in low position: 8.07in (205mm)
- Width: 8.03in (204mm)
- · Height off desk in low position/high position: 6.34in (161mm) / 7.91in (201mm)
- · Weight including handset and stand: 2.2 lbs (992g)

#### Software

- · Call control protocol: DCP
- Codec: G711
- Two-way speakerphone
- · Secondary line alerting

#### **Platform Support**

Avaya IP Office

- Native support on IP Office Release 7.0
- · Full access to IP Office call appearances and features
- · Line appearance/feature key buttons: 8 x 3 levels

- Contacts application: 100
- · Call Log application, with Missed/ Answered/Outgoing calls,: 30
- · User option for language selection

#### Learn More

With more than 100 years as a leader in communications, Avaya can help your company maximize productivity with the communications solutions specific to the needs of your workforce.

To learn more about the 9500 Series Digital Deskphones, contact your Avaya Account Manager, Avaya Authorized Partner or visit avaya.com for white papers, case studies and other information showcasing Avaya solutions in action.

#### **About Avaya**

Avaya is a global provider of business collaboration and communications solutions, providing unified communications, contact centers, data solutions and related services to companies of all sizes around the world. For more information please visit www.avaya.com.



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# AVAYA

# 1400 SERIES DIGITAL DESKPHONES

The 1400 Series Digital Deskphones is a new, value-priced family of deskphones designed to meet communication needs with the quality and reliability you expect from Avaya.



For businesses seeking an easy, cost-effective solution for digital networks, Avaya presents the 1400 Series Digital Deskphones. With features and capabilities of the Avaya digital/ DCP network, these phones offer an attractive upgrade from older systems or an addition to your existing Avaya phone solution portfolio.

The 1400 Series Digital Deskphones combine traditional telephone features such as dual LED indicators and fixed feature buttons (e.g., conference, transfer, hold) with contemporary innovations such as softkeys, navigation wheel and a context-sensitive user interface. Also standard on the 1400 Series Digital Deskphones: speakerphones, white backlit displays and multi-line capabilities. These stylish phones are a smart addition to any retail store, branch or corporate office.

# A Familiar, Functional Interface

The 1400 Series Digital Deskphones combine the best of past and present. Fixed keys - familiar to any phone user provide easy access to the most common features. Meanwhile, flexible softkeys provide contextual guidance and prompts for ease of use and efficiency.

## Clear Sound, Clean Looks

The 1400 Series Digital Deskphones offer clear, clean audio that will more than satisfy the most discerning users. All models come with an integrated speakerphone. The phone's streamlined industrial design reflects its function as a true business-class communications device.

the differing needs of users.

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# **Built-in Investment Protection**

The 1400 Series Digital Deskphones have been engineered to adapt to your company's growing needs. The headset interface allows you to attach headsets on your 1408 Digital Deskphone and 1416 Digital Deskphone, while the 32-button expansion module for the 1416 Digital Deskphone can be customprogrammed to fulfill a wide range of specific user needs.

# Top Value for Your **Communications Dollar**

You expect top quality and reliability from Avaya and the 1400 Series Digital Deskphones deliver by giving you a solidly built phone that can stretch your investment and lower total cost of ownership. It's a costeffective solution that delivers significant competitive advantages at its price point.

#### For Walkup users: the 1403 Digital Deskphone (IP Office only). The

Avaya 1403 Digital Deskphone is designed for the Walkup user and the Everyday user. It's ideal for locations such as common areas in offices. stockrooms, lobbies, or drop-in desks. Visitors - including customers - are examples of Walkup users who need a phone with a simple, familiar interface. It's also perfect for the Everyday phone users for whom a phone is not the one critical piece of their communication needs.

1403 Digital Deskphone highlights:

- · Supports 3 administrable feature buttons
- Each button includes dual LEDs (red, green) providing explicit status for the user
- · Includes fixed feature keys for common telephone tasks including conference, transfer, drop, hold, mute

- · Includes high-quality speakerphone
- · Two-line by 16-character display, white backlit for easier viewing in all lighting conditions

For Everyday users: the 1408 Digital Deskphone. Everyday users typically rely on several forms of communication including voice and email - and while they require a quality telephone, their telephone use is relatively light or straight-forward in nature. Cubicle workers and sales staff within a retail store are examples of Everyday users for whom the 1408 Digital Deskphone delivers a productivity-enhancing telephone.

1408 Digital Deskphone highlights:

- · Supports eight administrable feature buttons
- · Each button includes dual LEDs (red. green) providing explicit status for the user
- · Includes several fixed feature keys for common telephone tasks including conference, transfer, drop, hold, mute
- · Includes high-quality speakerphone
- · Supports a broad portfolio of wired and wireless headsets through its integrated headset jack
- Large capacity contacts and call log applications that can enhance productivity and personalization
- · Context sensitive user interface along with three softkeys and a fourway navigation cluster - Ideal for scrolling through the local contacts list or call logs
- The three-line by 24-character display is white backlit for easier viewing in all lighting conditions

For Navigators: the 1416 Digital Deskphone. The Avaya 1416 Digital Deskphone is designed for the Navigator type user. Receptionists, assistants, and managers are examples of Navigator users - people who answer incoming calls, transfer customers to

different departments or extensions. and monitor several line appearances throughout a typical day. For the Navigator user, the 1416 Digital Deskphone provides the most onetouch line/feature/speed-dial buttons without the need to scroll through on-screen lists.

1416 Digital Deskphone highlights:

- · The 1416 Digital Deskphone supports 16 administrable feature buttons on the phone itself - and a 32-button expansion module provides access to a total of 48 feature keys or speed dial buttons
- · Each of the buttons features a dual LED (red, green) providing explicit status for the user
- For a familiar look and feel, the 1416 Digital Deskphone includes several fixed feature keys for common telephone tasks including conference, transfer, drop, hold and mute
- · In addition, the 1416 Digital Deskphone includes a high-quality speakerphone, and supports a broad portfolio of wired and wireless headsets through its integrated headset jack
- · Context sensitive user interface along with three softkeys and a fourway navigation cluster - ideal for scrolling through the local contacts list or call logs
- · The viewing angle of the display on the 1416 Digital Deskphone is adjustable and measures four lines by 24 characters
- Additional caller related information is displayed with active appearances for easier call handling
- · The display is white backlit for easier viewing in all lighting conditions

**COMPOSITE EXHIBIT CAJ-15** 

THE COSTS FOR REPLACEMENT OF THE PHONE SYSTEM TO CONVERT FROM COMCAST CABLE TO AT&T FIBER DUE TO COMCASTS FAILURE DURING HURRICANE IRMA AND ITS FAILURE TO OPERATE AS OF THE DATE OF THIS TESTIMONY

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# Connectivity

	1403	1408	1416	Button Module
Avaya Aura™Communication	Х	✓	√	✓
Manager	Avaya Aura C	Avaya Aura Communication Manager 5.2.1 or later		
In our	1	✓	√	✓-
IP Office	IP Office Release 6.0 or later			
	Х	✓	<b>√</b>	Ý.
Integral Enterprise		E07, IEE2 or later	1	

## Features

Key Features	1403	1408	1416
Color	Black	Black	Black
Handset with 9-foot cord	Yes	Yes	Yes
Stand	Wedge	Dual position flip	Dual position flip
Wall-mountable	Yes	Yes	Yes
Adjustable tilt Display	No	No	Yes
Graphical Display size: rows x pixels	128 x 25 pixels	181 x 40 pixels	181 x 56 pixels
# rows x characters (approximate)	~ 2 x 18	~ 3 x 26	~ 4 x 26
# Chinese characters (12x12 pixels per character)	2 x 10	3 x 14	4 x 14
Permanently-labelled feature buttons: Speaker, Mute, Volume, Avaya Menu, Hold, Conference, Transfer, Drop, Redial	Yes	Yes	Yes
Permanently-labelled feature buttons: Headset, Phone, Call Log, Contacts, Voicemail Message	No	Yes	Yes
Permanently-labelled Navigation Cluster (Up/Down, Left/Right, OK)	No	Yes	Yes
Message Waiting Indicator	Yes	Yes	Yes
Administrable Buttons	3	8	16
Contextual softkey buttons	No	3	3
Button Module 32 supported	No	No	Yes
Headset supported	No	Yes	Yes
2-way speakerphone	Yes	Yes	Yes
2-wired line interface	Yes	Yes	Yes
Call Control Protocol	DCP	DCP	DCP
Codecs	G711	G711	G711

1403

Yes

Yes

3

No

No

Yes

1416

2420

Yes

Yes

16

Yes

Yes

Yes

16

Yes

Yes

Yes

16

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1408

2410

Yes

Yes

8

Yes

Yes

Yes

23

Yes

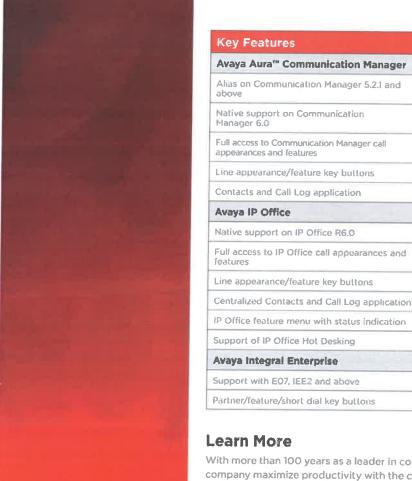
Yes

Yes

Yes

8

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About Avaya

Avaya is a leading, global provider of customer and team engagement solutions and services available in a variety of flexible on-premise and cloud deployment options. Avaya's fabric-based networking solutions help simplify and accelerate the deployment of business critical applications and services. For more information, please visit www.avaya.com.

raya com

4

With more than 100 years as a leader in communications, Avaya can help your company maximize productivity with the communications solutions specific to the needs of your workforce.

To learn more about the I400 Series Digital Deskphones, contact your Avaya Account Manager, Avaya Authorized partner or visit avaya.com for white papers, case studies and other information showcasing Avaya solutions in action.





The Avaya 1408 Digital Deskphone is available in a global model. English language text on the faceplate has been removed. Contact your Avaya Account Manager or Avaya authorized partner for details.

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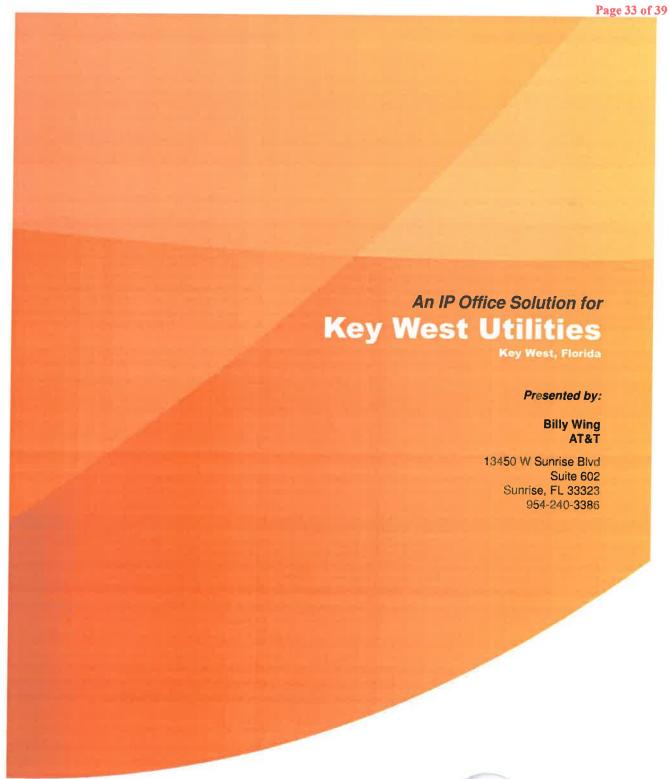
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# **Equipment Summary**

### **IP Office Phone System**

- AVAYA IP Office 500 V2 R10(Wall Mounted)
- 6 Avaya 1408 Digital Telephone
- Configured to support up to 4 Analog Trunks
- Includes Avaya Essential Edition Software with 2 ports of voicemail
- Automated Attendant for call routing and announcements
- Up to 10 Voicemail Boxes
- Automatic Call Distribution
- Comprehensive Phone System Features
  - Paging
  - Music on hold
  - Conferencing
  - Extensions
  - Custom speed dial
  - High Quality Speaker Phone
  - Transfer
  - Much More
- IP Office administration Software for PC
- AT&T Managed Installation Project
- · Complete end user training and on site programming
- Installation, Programming and Training performed by Avaya-certified technician.







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# **Financial Snapshot**

Avaya IP Office Solution priced with AT&T Installation, Programming, Training and 1 year of IP Office Support Services:

- Purchase Price: \$4,663.20
- AT&T Maintenance: \$500/year(Optional)-includes all time, materials and AT&T Truck rolls for any repair issue
- AT&T Capital \$1 Purchase Leasing Option for \$4,663.20:

Lease Term	Fair Market Value (ATTCS retains title)	\$1/Finance (Customer would own)
12 Months	\$365.38	\$404.23
24 Months	\$189.31	\$210.21
36 Months	\$132.83	\$141.23
48 Months	\$109.28	\$109.93
60 Months	\$93.98	\$91.69

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# Why Avaya

Avaya is a global leader in business communications systems. The company provides unified communications, contact centers, and related services directly and through its channel partners to leading businesses and organizations around the world. Enterprises of all sizes depend on Avaya for state-of-the-art communications that improve efficiency, collaboration, customer service and competitiveness.

Avaya's unique combination of communications applications, software and services helps companies simplify complex communications and integrate with technologies from other vendors, enabling customers to unlock value and potential from their network. By embedding communications into the operations of an enterprise, Avaya helps improve the way organizations work – making people more productive, processes more flexible and customers more satisfied.

Avaya focuses on these major businesses

- Unified Communications Avaya's unified communications solutions help companies
  increase employee productivity, improve customer service and reduce costs by integrating
  multiple forms of communications, including telephony, e-mail, instant messaging and video
  all across multivendor networks. With Avaya unified communications, customers can
  communicate effectively regardless of location or device. Avaya's open, standards-based
  UC software and hardware are widely recognized as the most reliable, secure and
  comprehensive offerings in the industry.
- Contact Centers Avaya is the global leader in the contact center market. Avaya offers
  highly reliable, scalable communications solutions that improve customer service and help
  companies compete more effectively. Avaya's contact center solutions include intelligent
  routing, self-service and proactive contact applications that drive effective communications
  and transactions with customers. In addition, Avaya's analytics and reporting solutions
  provides companies with detailed customer information that improves profitability and
  customer retention.
- Avaya Global Services Avaya Global Services evaluates, designs, implements and
  manages enterprise communications networks for superior business results. Avaya's
  consulting and implementation services are backed by approximately 7,000 employees
  worldwide; 34 global delivery support centers; and unique, patented design and
  management tools.
- Small & Medium Enterprise Communications Avaya's Small and Medium Enterprise
  Communications unit is focused on enterprises with up to 250 employees. The company
  offers complete solutions that bring together telephony, messaging, networking,
  conferencing, and customer management designed for the requirements of small and
  medium enterprises. The products and services are sold primarily through Avaya's global
  channel partners.
- Data Networking Avaya's Data Networking portfolio offers the reliable, secure, end-toend solutions needed to fully use real-time communications, delivering world-class
  performance and superior return on investment. Avaya's diverse data portfolio is committed
  to delivering innovative technology, energy-efficient hardware, and improving the
  effectiveness of business by creating a simpler and more effective network. Organizations
  should never be constrained by their networks, and Avaya's proven data solutions ensure
  the network is accepted and valued as a genuine real-time communications enabler.



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# **Key Avaya Facts**

- Avaya employs approximately 20,000 people worldwide, including 3,400 research and development professionals.
- Avaya has approximately 5,100 patents or patents pending, and about 10,000 channel partners worldwide.

Avaya consistently is recognized as a global leader by industry and technology experts and has achieved worldwide leadership positions in the following:

- No. 1 in Worldwide Unified Communications and Telephony Systems<sup>1</sup>
- No. 1 in Worldwide Contact Center<sup>2</sup>
- No. 1 in Worldwide Enterprise Messaging<sup>3</sup>
- No. 1 in Worldwide Audio Conferencing<sup>4</sup>
- No. 1 in Worldwide Hardware Maintenance and Software Support Services<sup>5</sup>

Additionally, Gartner places Avaya in the Leaders Quadrant based on its completeness of vision and ability to execute:

- Leaders Quadrant in Gartner Magic Quadrant for Corporate Telephony, Worldwide, 2016<sup>6</sup>
- Leaders Quadrant in Gartner Magic Quadrant for Unified Communications, Worldwide, 2016<sup>7</sup>
- Leaders Quadrant in Gartner Magic Quadrant for Contact Center Infrastructure, Worldwide, 2016<sup>8</sup>

Sources: ¹Dell'Oro Group, Enterprise Telephony Report, 4Q09, February, 2010; ²Gartner Inc., Market Share, Contact Center: Worldwide, 2009, Drew Kraus, March, 2010; ³T3i Group, InfoTrack for Converged Applications, Full Year 2008, Messaging, May, 2009; ⁴MZA, Ltd., The World UC Applications Market, 2009 Edition, June, 2009; ⁵Intellicom Analytics, Services Market Dashboard, YE 2009 Global Lifecycle Services Market Workbook, February, 2010; ⁶Gartner Magic Quadrant for Corporate Telephony, Worldwide, 2009, August, 2009; ⁶Gartner Magic Quadrant for Unified Communications, September, 2009; ⁶Gartner Magic Quadrant for Contact Center Infrastructure, Worldwide, February, 2010. The Magic Quadrant is copyrighted 2008 by Gartner, Inc. and is reused with permission. The Magic Quadrant is a graphical representation of a marketplace at and for a specific time period. It depicts Gartner's analysis of how certain vendors measure against criteria for that marketplace, as defined by Gartner. Gartner does not endorse any vendor, product or service depicted in the Magic Quadrant, and does not advise technology users to select only those vendors placed in the "Leaders" quadrant. The Magic Quadrant is intended solely as a research tool, and is not meant to be a specific guide to action. Gartner disclaims all warranties, express or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

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MONTHLY INVOICE

ATRT CUSTOMER CARE CENTER 250 SO. CLINTON - 4TH FLOOR SYRACUSE, NY 43202

KW RESORT UTILITIES CORP 6630 FRONT ST KEY WEST FL 33040-6050

Billing Number: Account Number: Invoice Number:

CQ TF8584 01 001 8003-109-4370

1699701892 ORIGINAL

invoice Date: 11-01-17

For billing inquiries: 1-877-212-9500 To place an order: 1-877-212-9500 For repair service: 1-800-344-5100

**New Charges** 

Monthly Charges 11-01 through 11-30: Prorated Charges/Credits: One-Time or Other Charges/Credits: Total Charges:

0.00 0.00 0.00

0.00

Federal Excise Tax:

State/Local Taxes and Surcharges; Total Taxes and Surcharges on Charges;

0.00 0.00

0.00

0.00

\$

**Balance Brought Forward** 

Balance as of Last Monthly Invoice: Payments Received: Other Charges and Adjustments:

\$1,053,88 0.00 15.86

Total Charges, Taxes, and Surcharges:

Balance Brought Forward

\$1,069.74

Remittance Amount

Total Payable Upon Receipt:

\$1,059.74

To ensure proper credit, please detach this portion and return with remittance.

Remittance Document

KW RESORT UTILITIES CORP 6630 FRONT ST KEY WEST FL 33040-6050

Address Correction:

Please remit payments to:

արդրութերի արդարդին արև արդանի արդարդին արդարդարդին արդարդին արդարդին արդարդին արդարդին արդարդին արդարդարդին արդարդին արդարդին արդարդին արդարդին արդարդին արդարդին արդարդին ա ATRT

PO BOX 5019

CAROL STREAM IL 60197-5019

Account Number: Invoice Number: Inquiry Center: Telephone Number:

8003-109-4370 1699701892 USG00700 1-877-212-9500

Invoice Date:

11-01-17

Amount Due:

\$1,069.74

Amount Enclosed:

800310943701699701892000286000001069740000000000

**DOCKET NO.: 0170141-SU** 

**COMPOSITE EXHIBIT CAJ-15** 

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Payments, Other Charges and Adjustments

Page Number: 2 Last

KW RESORT UTILITIES CORP

Billing Number: Account Number: CQ TF8564 01 001

Invoice Number:

8003-108-4370 1699701892 ORIGINAL

revolce Date:

11-01-17

ther C	harges	and Adjustments		
000001	11-01-17	910003114105 LATE PAYMENT INTEREST	\$15.86	\$ 15,88

**Total Other Charges and Adjustments:** 

