

020 - 4/16/08



PARTICIPATION CONTRACT

VERIZON BUSINESS NETWORK SERVICES INC., on behalf of the Verizon affiliates identified in this Agreement ("Verizon")
22001 Loudoun County Pkwy.
Ashburn, VA 20147

Customer Name: City of Miami Beach
Customer Address: 1700 Convention Center Drive
Miami Beach Florida 33139
Member Number: GON-33129-01

By:
Name: _____
Title: Suleiman Hessami
Date: VP Pricing/Contract Management 06/20/08

By:
Name: Matti Herrera Bower, Mayor
Attest:
Robert Parcher, City Clerk
Date: 7/15/08

This Participation Contract ("Agreement" or "PC") for Verizon Services, together with any Attachments and Schedules made a part hereof ("Agreement"), is made by and between the above-named Customer and Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and its affiliates and successors ("Verizon"). This Agreement is binding upon execution by both parties. Verizon or its providing affiliate will provide to Customer the Services set forth herein. The applicable rates, discounts, charges and credits, if any, shall be effective the first day of the second full billing cycle following execution and delivery of this Agreement by Customer to Verizon ("Effective Date").

WHEREAS on September 20, 2005, Verizon entered into a Telecommunications and Internet Services Master Agreement ("Master Agreement") with MICTA ("MICTA") on behalf of MICTA, an association made up of non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities; and the American TelEdCommunications Alliance (the "ATAlliance"), an organization representing the four regional educational compacts including the Southern Regional Education Board (SREB), Midwestern Higher Education Compact (MHEC), Western Interstate Commission for Higher Education (WICHE), New England Board of Higher Education (NEBHE), and MICTA, based upon MICTA's RFP #MICTA-0009 and Verizon's response thereto; and

WHEREAS, under the Master Agreement, Eligible Organizations who enter into a PC with Verizon may purchase from Verizon certain Services (identified in Attachment A to the Master Agreement) at the prices and/or discounts set forth in Attachment B to the Master Agreement; and

WHEREAS the Customer is an Eligible Organization and desires to purchase from Verizon certain Services available under the Master Agreement, and Verizon is willing to provide such Services on the terms and conditions set forth in this PC;

NOW THEREFORE, Verizon and Customer agree as follows:

GENERAL TERMS AND CONDITIONS

- Services.** Verizon will provide to Customer the services ("Services") identified in Attachments A(1) and A(2) to this Agreement.
- Term.** The "Term" of this Agreement shall begin on the Effective Date (defined above) and end upon the completion of **Thirty-Six (36)** months, at which time the Agreement is automatically extended ("Extended Term") on a month-to-month basis until either party terminates it upon sixty 60 days prior written notice. The terms of this Agreement will continue to apply during any service-specific term commitment that extends beyond the Term stated above.
- Tariff and Guide.** Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)") and Verizon's "Service Publication and Price Guide" ("Guide"), each as supplemented by this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. The Guide is available to Customer on Verizon's Internet website (www.verizonbusiness.com/guide) ("Website"). Verizon may modify the Guide from time to time, and any modification will be binding upon Customer. Customer may sign-up for e-mail alerts of Guide changes. Except for new services, service features, service options or service promotions, which will become effective immediately upon their posting in the Guide on the Website, any modification made to the Guide will become effective on the date indicated in the Guide, provided that no such modification shall become effective and binding on Customer until it has been posted in the Guide for at least fifteen (15) calendar days. The contractual relationship between Verizon and Customer shall be governed by the following order of precedence: (i) the Tariffs to the extent applicable, (ii) the provisions of this Agreement, and (iii) the Guide.
- Changes to the Guide.** If Verizon makes any changes to the Guide that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within sixty (60) days of the date of such change.

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

CITY ATTORNEY 7/3/08
DATE

days of the date such change is posted on the Website. Customer shall pay all charges incurred up to the time of Service discontinuance. Verizon may avoid Service discontinuance if, within sixty (60) days of receipt of Customer's written notice, it agrees to amend this Agreement to eliminate the applicability of the material and adverse change. A "material and adverse change" shall not include, nor be interpreted to include, (i) the introduction of a new service or any new service feature associated with an existing Service, including all terms, conditions and prices relating thereto, or (ii) the imposition of or changes to Governmental Charges (defined below).

5. **Rates and Charges.** For the Services identified in Attachment A, Customer agrees to pay the rates and charges specified in Attachment B to the Master Agreement. In the event (i) Customer receives any Services that are not the subject of rates, charges and discounts expressly set forth in the Master Agreement, or (ii) Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide (or Tariffs, if applicable). As used in this Agreement in connection with rates and charges, "standard" refers to rates and charges for Verizon Business Services II ("VBSII") where applicable. Except where explicitly stated otherwise in the Master Agreement for a particular service, (a) all rates and charges are subject to change, (b) all discount percentages set forth in the Master Agreement are fixed for the Term, (c) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (d) the rates and charges set forth in the Master Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon or a Verizon affiliate, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means (notwithstanding Section 19, Notices, below).

6. **Governmental Charges.** Verizon may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to Universal Service funding and compensation payable to payphone service providers for use of their payphones to access Verizon's service.

7. **Taxes.** All Tax-related provisions of the Guide are specifically incorporated by reference herein. In accordance with the Guide, all charges are exclusive of applicable Taxes (as the term is defined in the Guide), which Customer shall pay. However, if applicable, Verizon will exempt Customer in accordance with law, effective on the date Verizon receives a valid exemption certificate for Customer. If Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, Customer will, within ninety (90) days of the date of the withholding, provide Verizon with official tax certificates documenting remittance of the taxes to the relevant tax authorities. The tax certificates must be in a form sufficient to document qualification of the income or profit tax for the foreign tax credit allowable against Verizon's U.S. corporation income tax, and accompanied by an English translation. Upon receipt of the tax certificate, Verizon will issue Customer a billing credit for the amounts represented thereby.

8. **Early Termination Charges.** If Customer terminates this Agreement before the end of the Term, or terminates Service before the end of the applicable term commitment, for reasons other than Cause, or Verizon terminates this Agreement or Service for Cause pursuant to the Section entitled "Termination," then Customer will pay, within thirty (30) days after such termination: (a) all accrued but unpaid charges incurred through the date of such termination, plus (b) an amount equal to difference between (i) Customer's total charges prior to the termination based on its applicable term pricing and/or discounts and (ii) what Customer's total charges would have been for that same period based on the applicable month-to-month pricing and/or discounts, plus (c) a pro rata portion of any and all credits received by Customer. For purposes of this Article, a Customer's proper termination pursuant to the Article below entitled "Appropriated Funding" shall be considered a Customer termination for Cause.

9. **Payment.** Customer agrees to pay all Verizon charges (except Disputed amounts, as defined below) within thirty (30) days of invoice date. Payments must be made at the address designated on the invoice or other such place as Verizon may designate. Amounts not paid or Disputed on or before thirty (30) days from invoice date shall be considered past due, and Customer agrees to pay a late payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month, compounded, or (b) the maximum amount allowed by applicable law, as applied against the past due amounts. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within six (6) months of the invoice date shall be deemed to be correct and binding on Customer. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred by Verizon in collecting, or attempting to collect, any charges owed hereunder.

10. **Termination.** Either party may terminate this Agreement for Cause. As to payment of invoices, "Cause" means Customer's failure to pay any invoice (excluding Disputed amounts) within thirty (30) days after the invoice date, which failure has not been cured within ten (10) days of receiving notice of it. For all other matters, "Cause" means a breach by the other party of any material provision of this Agreement which has not been cured within thirty (30) days after delivery of notice. Verizon may discontinue Service (without limitation) immediately, without notice, if interruption of Service is necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services.

11. **Disconnection of Service.** Customer shall provide prior written notice for the disconnection of Service, as follows. For Service provided exclusively within the United States, Customer must provide thirty (30) days written notice. For all other Service, Customer must provide written notice either (a) of sixty (60) days or (b) equal to the cancellation period required by third parties (such as PTTs) for the non-U.S. Mainland portion of the Service Customer is canceling, whichever is longer. Disconnection notices must be labeled conspicuously "Disconnect Request." Customer should contact its account representative or Customer Service if it does not receive confirmation of the disconnection from Verizon within five (5) business days. Notwithstanding any such termination, Customer will remain liable for any applicable early termination charges set forth in this Agreement.

12. **Confidential Information.** Commencing on the date Customer executes this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party while this Agreement is in

effect, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, or court or governmental order, including but not limited to any open records laws to which Customer is subject.

13. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

14. **Disclaimer of Certain Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Limitation of Liability.** THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION SHALL LIMIT VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE; OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE.

16. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor without the prior written consent of the other party, provided that if Customer assigns this Agreement to an affiliate or successor, then such affiliate or successor must meet Verizon's creditworthiness standards, and provided further that if Verizon assigns this Agreement to an affiliate, then such affiliate or successor must provide the same level of service(s) as Verizon is providing pursuant to this Agreement. Any attempted transfer or assignment of this Agreement by either party not in accordance with the terms of this Section shall be null and void.

17. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer shall: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

18. **Governing Law; Disputes.** Except as the Parties may otherwise expressly agree, this Agreement shall be governed by the laws of the State of Florida without regard to its choice of law principles. Any litigation arising out of or in connection with this Agreement may be brought for trial in any Federal or state court of competent jurisdiction in Miami-Dade County, Florida. The parties agree that any such trial shall be without jury. Non-U.S. Services shall be subject to applicable local laws and regulations in any countries where such Services originate or terminate, including applicable locally filed Tariffs. Customer acknowledges that Verizon is governed by the Communications Act of 1934, as amended, and as interpreted and applied by the Federal Communications Commission.

19. **Notice.** All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Except as otherwise provided, notices will be deemed to have been given when received. Customer's notice address is provided on Page 1 of this Agreement unless otherwise noted.

To Verizon:
Verizon Business Services
5055 North Point Parkway
Alpharetta, GA 30022
Attn: Thomas Bostick, MiCTA National Acct. Repr.
Tel: 678-259-1464
Email: tom.bostick@verizonbusiness.com

With fax copies to:
Verizon Business Services
22001 Loudoun County Pkwy
Ashburn, VA 20147
Attn: Vice President, Legal
Fax: 703-886-5807

and to:
Verizon Business Services
6400 Weston Parkway
Cary, NC 27513
Attn: Russ Kesler, Director

20. **Acceptable Use.** Use of Verizon's Internet Service(s) and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") for the countries from which Customer uses them (see www.verizonbusiness.com/terms). Customer shall be liable to Verizon for any losses, damages, claims, costs or expenses sustained or incurred by Verizon resulting from any violation by Customer of the Policy. Each party will promptly notify the other of any such claim.

21. **Domain Names.** Customer shall ensure that its use of any domain name registered or administered on Customer's behalf does not violate the service mark, trademark or other intellectual property rights of any third party. Any violation of this Section is deemed a material breach establishing Cause for termination. Verizon shall have no liability for any claims that may arise from the acts or omissions of domain name registries, registrars or other authorities.

22. **Resellers/Subcontractors.** Verizon agrees to assume ultimate responsibility in all aspects for the performance of all reseller/subcontractors, if any, utilized to provide products and/or services to Customer under this Agreement. Verizon takes the overall

responsibility and acts as the single point of contact for services purchased from Verizon under this Agreement including, but not limited to, the following:

- 22.1 Addressing all service and product issues, and providing Customer favorable resolution to any reported problems;
- 22.2 Processing and tracking all Customer purchase orders placed through resellers/subcontractors;
- 22.3 Responding to any/all issues related to delivery, installation, warranty, support, etc. when services and/or products were processed through a reseller / subcontractor; and
- 22.4 Acting as the primary liaison between reseller/subcontractor and/or manufacturer on behalf of the Customer.

23. **Appropriated Funding.** If (a) the Term of this Agreement is greater than one (1) year and (b) Customer is purchasing services hereunder solely with funds that are legislatively-appropriated on a single fiscal year basis and Customer is therefore required by applicable law to reserve the following right in all multi-year purchase contracts, then Customer reserves the right to cancel this Agreement, upon not less than thirty (30) days' notice, whenever such funds have failed appropriation or are otherwise made unavailable to Customer to support continuation or performance in any fiscal year succeeding the first.

24. **Compliance with Law.** Verizon (including its subcontractors, if any) and Customer, shall each at their own expense operate in full compliance with all applicable Federal, State and local laws, rules and regulations. Verizon shall maintain in force all licenses and permits required by the states in which it conducts business.

25. **Financial Stability.** Verizon acknowledges that Customer may rely on Verizon's annual and quarterly financial statements and any required Securities and Exchange Commission Certification Reports as a measure of Verizon's financial strength and ability as an ongoing business concern to fulfill its obligations under this Agreement.

26. **Service Level Agreement (SLA).** Unless Customer and Verizon otherwise expressly agree in writing, Verizon's standard SLAs, if any, for the services/products provided under this Agreement shall apply. Should Customer desire other SLAs to meet their specific organizational requirements, Verizon and Customer may negotiate such SLAs, including: services, features, hardware and/or software to be covered; measurable standards of performance and/or quality of service; Customer/Verizon responsibilities defined; Customer's recourse for system and/or hardware/software failure to meet the SLA; and any other element that is mutually agreed upon by both parties, including any cost adjustments for negotiated SLAs. Any negotiated SLAs shall be made part of this Agreement.

27. **Entire Agreement.** This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the parties with respect to the Services ordered under this Agreement and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties. Any requirement for a signature in this Agreement or any Amendment may be satisfied by facsimile transmission of an original signature.

ATTACHMENT A(1) to MiCTA Participation Contract

Customer name: City of Miami Beach, Florida

1. Service. The Services that Customer may order under this Participation Contract ("Agreement") are those set forth in the MiCTA Master Agreement, including but not limited to the Services set forth below. The rates and charges that shall apply to such Services are the rates and charges that apply under the terms of the MiCTA Master Agreement, including Attachment B of said Master Agreement, which are incorporated herein and made a part of this Agreement.

2. Services Ordered. The parties acknowledge for informational purposes that the Customer's initial order for Services under this Agreement shall consist of the following. Any additions or changes to the following may be made pursuant to the terms of this Agreement.

Verizon Business 1+ Voice Services									
Three (3) Year Term.									
LOCATIONS	All rates are per minute, based upon call origination and call termination type								
	Ded / Ded	Ded / Sw	Sw / Ded	Sw / Sw	Loc / Loc	Loc / Ded	Loc / Sw	Ded / Loc	Sw / Loc
	On-On	On-Off	Off-On	Off-Off					
INTERSTATE	\$0.0180	\$0.0240	\$0.0240	\$0.0390	\$0.0180	\$0.0180	\$0.0240	\$0.0180	\$0.0240
FL - IntraState	\$0.0180	\$0.0420	\$0.0420	\$0.0712	\$0.0180	\$0.0180	\$0.0712	\$0.0180	\$0.0712

Verizon Business Toll Free Voice Services						
Three (3) Year Term						
LOCATIONS	All rates are per minute, based upon call origination and call termination type					
	800 DAL (Sw /Ded)	800 CBL (Sw / Sw)	Loc / Loc	Loc / Ded	Sw / Loc	Loc / Sw
	Off / On	Off / Off				
INTERSTATE	\$0.0240	\$0.0390	\$0.0240	\$0.0240	\$0.0240	\$0.0390
FL - Intra-State	\$0.0429	\$0.0896	\$0.0429	\$0.0429	\$0.0896	\$0.0896

Domestic Calling Feature Charges:

For the term of the contract,
 Option 2/3 - Toll-Free Dedicated Access Line (DAL) MRC = \$40 per Service Number
 Option 2/3 - Toll-Free Common Business Line (CBL) MRC = \$15 per Service Number
 Charges associated with the following Domestic Calling Features will be WAIVED:
 Option 2 - Toll-Free and Outbound Basic Feature Package MRC
 Option 2 - Toll-Free and Outbound Combined Feature Package MRC
 Option 3 - Basic and Combined Feature Package MRC
 Option 3 - \$3000.00 Minimum Monthly Usage
 Option 2/3 - A la carte features (Holiday Routing, Tailor Call Coverage, DNIS, Alternate Routing) MRC
 Install charges associated with the following Domestic Calling Features will be WAIVED.
 Toll Free and Outbound Basic Feature Package Install
 Toll Free and Outbound Combined Features Package Install
 Basic and Combined Feature Package Install
 Switched Access Location (CBL) Install
 Dedicated Access Location Install

Verizon Business International Voice Service
International Outbound Voice Pricing: (VBS2 - Guide Type 18)

For a 3 YEAR term, International Outbound Voice Pricing = VBS2 less 18% discount

Note: In the event of a discrepancy between the rates and charges set forth above and the rates and charges

applicable pursuant to the MiCTA Master Agreement, the rates and charges applicable pursuant to the MiCTA Master Agreement shall apply.

Term Commitment: Customer shall purchase the above Services for a minimum period of **Thirty-Six (36)** consecutive months following the execution of this Agreement and installation of the Service.

Service Locations: The above Services shall be provided to Customer under this Agreement at the following locations. Other Customer locations may be added to this Agreement, or changed, only upon mutual assent of the parties.

3. Service Attachment. Service Attachment(s) for the above Services, if applicable, that are attached hereto or set forth in the Guide, are incorporated herein by reference and shall be a part of this Attachment A(1).

ATTACHMENT A(2) to MiCTA Participation Contract

Customer name: City of Miami Beach, Florida

1. Service. The Services that Customer may order under this Participation Contract ("Agreement") are those set forth in the MiCTA Master Agreement, including the Services set forth below. The rates and charges that shall apply to such Services are the rates and charges that apply under the terms of the MiCTA Master Agreement, including Attachment B of said Master Agreement, which are incorporated herein and made a part of this Agreement.

2. Services Ordered. The parties acknowledge for informational purposes that the Customer's initial order for Services under this Agreement shall consist of the following. Any additions or changes to the following may be made pursuant to the terms of this Agreement.

Verizon Business Conferencing Services:

Audio Conferencing

US Bridged Audio Conferencing Flat Rate

Domestic Audio Conferencing Service: Customer will pay the following rates per minute for domestic Audio Conferencing Service calls that originate and terminate in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands, with rounding to the next higher full minute. Charges for services other than Toll Meet Me are inclusive of both bridging and transport, unless noted otherwise below. Customer is responsible for all other charges associated with domestic Audio Conferencing Service at standard rates. The following rates per minute will be fixed for the Term.

Service Level/Access Type	Rate Per Minute
Unattended Toll Free Meet Me	\$0.0300
Unattended Toll Meet Me (bridging only)	\$0.0300
Instant Meeting Toll Free Meet Me / Dial Out	\$0.0300
Instant Meeting Toll Meet Me (bridging only)	\$0.0300
Standard Dial Out	\$0.1513
Standard Toll Free Meet Me	\$0.1335
Standard Toll Meet Me (bridging only)	\$0.1068
Premier Dial Out	\$0.2225
Premier Toll Free Meet Me	\$0.1891
Premier Toll Meet Me (bridging only)	\$0.1580

The non recurring per call charges for Audio Streaming are based on the number of participants on the internet per call

Number of Participants	Charge
1 to 4	\$775.00
5 to 10	\$800.00
11 to 25	\$850.00
26 to 50	\$900.00
51 to 250	\$1,000.00
251 to 500	\$1,500.00
501 to 1000	\$2,000.00

A \$700 per call charge applies per audio streaming call designated for Audio Streaming Replay. This is in addition to the per call charges above.

US Bridged Canadian Audio Conferencing

Canadian Audio Conferencing: For Audio Conferencing Dial Out and Toll Free Meet-Me Access (1) originating in the U.S. Mainland, Alaska, Hawaii, and the U.S. Virgin Islands and terminating in Canada, and (2) originating in Canada and terminating in the U.S. Mainland, Alaska, Hawaii, and the U.S. Virgin Islands, Customer will be charged, in lieu of standard rates and any discounts, the per-minute per-bridge port fixed rates described herein. Charges are inclusive of both bridging and transport, unless noted otherwise below. Transport rates applicable to Bridging Only charges described below will be those transport rates otherwise applicable under this Agreement. Customer is responsible for all other charges associated with Canadian Audio Conferencing Service at standard rates. The following rates per minute will be fixed for the Term.

Service Level/Access Type	(US\$)
Canada Unattended Toll Free Meet Me	\$0.0650
Canada Instant Meeting Toll Free Meet Me	\$0.0650
Canada Standard Dial Out	\$0.1900
Canada Standard Toll Free Meet Me	\$0.1700
Canada Premier Dial Out	\$0.2650
Canada Premier Toll Free Meet Me	\$0.2400

US Dial Out International Audio Conferencing

US Dial Out International Audio Conferencing: International Audio Conferencing (Dial out from a US bridge). In lieu of any other discounts, Customer will receive the following fixed discount off of the standard rates (which include both transport and bridging) for domestically bridged International Dial-Out Audio Conferencing, as set forth in the Guide.

US International Audio Conferencing Discount:	27%
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Instant Meeting Replay

Instant Meeting Replay and Instant Replay Plus: In lieu of any other rates or discounts, Customer shall receive Instant Meeting Replay Service and Instant Replay Plus Service at the following rates per minute. These rates shall be fixed for the Term. Customer will be responsible for all other charges associated with Instant Meeting Replay and Instant Meeting Replay Services at standard rates.

Toll and Toll Free Access	Rate per Minute
Instant Meeting Replay	\$0.1670
Instant Replay Plus	\$0.1670

Global Access Transport Charges (U.S. Bridged). The following per-minute per bridge-port usage charges apply in the following countries based on availability of service, zone and origination access type. Bridging charges are additional and are priced at Customer's applicable Toll Meet Meet-Me Access rate per minute. Global Access Transport charges are not eligible for any additional discounts. The following rates per minute will be fixed for the Term.

Originating Access Method		
Zone	Local Toll	Local Freephone
A	\$0.0412	\$0.1452
B	NA	NA
C	\$0.0742	\$0.2208
D	\$0.0900	\$0.2408
E	\$0.1890	\$0.2705
F	NA	\$0.2834
G	NA	\$0.4524

Video Conferencing

US ISDN Video Conferencing - Flat Rate

Domestic ISDN Video Conferencing Service: For Domestic ISDN Video Conferencing Service, in lieu of standard rates and any discounts, Customer will pay the following port usage charges per minute per video bridge port and the following dial-out transport charges per minute for transport (per 2 channels 112/128 Kbps), with rounding to the next higher full minute. Customer will be responsible for all other standard charges associated with Domestic ISDN Video Conferencing Service. The following rates per minute will be fixed for the Term..

ISDN Bridging	Rate per Minute per Site
Premier*/Standard/Unattended ISDN Bridging	\$0.8367
Instant Video ISDN Bridging	\$0.7750
* Additional per call per minute charge for Premier Level Video Conferencing	\$1.5000
Transport	Rate per Minute per Site per 112/128 kbps
United States	\$0.1800
Australia	\$0.2125
Hong Kong	\$0.2100
Japan	\$0.2100
Singapore	\$0.2200
United Kingdom	\$0.2000
Thailand	\$4.0000
India	\$4.0000
Video-Region 1	\$0.4000
Video-Region 2	\$0.4000
Video-Region 3	\$0.4000
Video-Region 4	\$4.0000

US IP Video Conferencing

Domestic IP Access Video Conferencing Service: For Domestic IP Access Video Conferencing Service, in lieu of standard rates and any discounts, Customer will pay the following bridging charges per minute per video bridge port, based on port speed. Customer will be responsible for all other charges associated with Domestic IP Access Video Conferencing Service at standard rates. The following rates per minute will be fixed for the Term of this Agreement.

IP Access Video Port Bridging Speed	Premier*/Standard/ Unattended Rate per Minute per Site	Instant Video Rate Per Minute per Site
less than 385 Kbps	\$0.8350	\$0.7750
385 Kbps – 768 Kbps	\$1.2675	N/A
769 Kbps – T1	\$1.9150	N/A
* Additional per call per minute charge for Premier Level Video Conferencing	\$1.5000	N/A

Net Conferencing Products

Domestic Per-Minute Net Conferencing: Customer will pay the following per minute rates, which are fixed for the Term, for Per-Minute Instant, Advanced, Reserved and Customized Net Conferencing. Customer will be responsible for all other charges associated with Net Conferencing Service at the standard rates set forth in the Guide.

Per Minute Net	Rate Per Minute Per Participant
Net Conferencing rate per minute	\$0.1602

Domestic Net Conferencing Seat-Based Option (“Seat-Based Net”). Customer will be eligible for the following rates for Seat-Based Net Services. In order to utilize Seat-Based Net, Customer must sign a Seat-Based Net Enrollment Form (“Enrollment Form”). Any additions or modifications to Customer's Seat-Based Net Service during the Term will be controlled by the submission of a completed Seat-Based Change Form. The effective date of any Enrollment Form will be no later than the first day of the second full billing cycle following Customer's submission of the Enrollment Form to Verizon. No back credits will be available. Customer will be responsible for all other charges associated with Seat-Based Net, including, but not limited to, Set-Up charges and Overage charges, at the then standard rates set forth in the Guide. The per seat per month charges will be fixed for the Term; all other charges are subject to change from time to time with changes in the Guide. The following rates will be fixed for the Term.

Product: Seat Commitment	Per Seat Per Month
Live Meeting Pro: 5-10	\$133.00
Live Meeting Pro: 11-50	\$99.00
Live Meeting Pro: 51-150	\$91.00
Live Meeting Pro: 151+	\$84.00
Live Meeting Standard: 5-10	\$60.00
Live Meeting Standard: 11-50	\$56.00
Live Meeting Standard: 51-150	\$52.00
Live Meeting Standard: 151+	\$46.00
Webex Meeting Center Pro: 5-25	\$140.00
Webex Meeting Center Pro: 26-50	\$104.00
Webex Meeting Center Pro: 51-200	\$92.00
Webex Meeting Center Pro: 201+	\$79.50
Meeting Center Standard: 2-25	\$75.00
Meeting Center Standard: 26-50	\$70.00
Meeting Center Standard: 51-200	\$65.00
Meeting Center Standard: 201+	\$60.00
Training Center: 5-20	\$165.00
Training Center: 21-30	\$155.00
Training Center: 31-50	\$135.00
Training Center: 51-70	\$120.00
Training Center: 71+	\$114.00
Support Center: 2-20	\$114.00
Support Center: 21-30	\$106.00
Support Center: 31-50	\$99.00
Support Center: 51-70	\$91.00
Support Center: 71-100	\$84.00
Support Center: 101+	\$80.00
Event Center: 25-50	\$68.00
Event Center: 51-200	\$55.00
Event Center: 201-400	\$45.00
Event Center: 401-750	\$38.00
Event Center: 751+	\$30.50
Sales Center: 5-20	\$185.00
Sales Center: 21-30	\$165.00
Sales Center: 31-50	\$155.00
Sales Center: 51-70	\$135.00
Sales Center: 71 +	\$122.00

Domestic Net Conferencing Enterprise Edition ("EE"): Customer will be eligible for the following rates for EE Services. In order to utilize EE, Customer must sign an EE Enrollment Form ("Enrollment Form"). The effective date of any Enrollment Form will be no later than the first day of the second full billing cycle following Customer's submission of the Enrollment Form to Verizon. No back credits will be available. Customer will be responsible for all other charges associated with EE, including, but not limited to, Set-Up charges and Overage charges, at the then standard rates set forth in the Guide. The per minute charges will be fixed for the Term; all other charges are subject to change from time to time with changes in the Guide.

US Enterprise Edition Committed Minutes Range	Rate Per Minute/Overage Rate Per Minute
1,500 to 4,999	\$0.3550
5,000 to 9,999	\$0.3300
10,000 to 24,999	\$0.3000
25,000 to 49,999	\$0.2750
50,000 to 99,999	\$0.2500
100,000 to 249,999	\$0.2300
250,000 to 499,999	\$0.2100
500,000 to 999,999	\$0.1800
1,000,000 to 2,499,999	\$0.1700
2,500,000 to 4,999,999	\$0.1600
5,000,000 +	\$0.1500

Note: In the event of a discrepancy between the rates and charges set forth above and the rates and charges applicable pursuant to the MiCTA Master Agreement, the rates and charges applicable pursuant to the MiCTA Master Agreement shall apply.

Term Commitment: Customer shall purchase the above Services for a period of **Thirty-Six (36)** consecutive months following the execution of this Agreement and installation of the Service.

3. Service Attachment. Service Attachment(s) for the above Services, if applicable, that are attached hereto or set forth in the Guide, are incorporated herein by reference and shall be a part of this Attachment A(2).