

City and County of San Francisco  
Office of Contract Administration  
Purchasing Division

First Amendment

THIS AMENDMENT (this "Amendment") is made as of *April 26* 2013, in San Francisco, California, by and between: AT&T Corp. for itself and on behalf of its Affiliates ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to update a form attached to the master agreement;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4070-09/10 on December 21, 2009;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:
  - a. **Agreement.** The term "Agreement" shall mean the Agreement dated February 6, 2010 between Contractor and City.
  - b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:
  - a. **Exhibit G.** Exhibit G is hereby replaced in its entirety with the Exhibit G attached hereto.
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

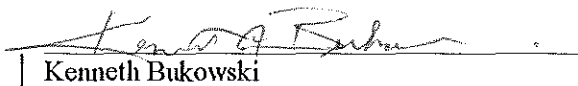
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

AT&T Corp.



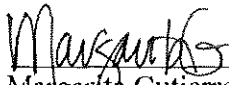
Kenneth Bukowski  
Acting Chief Information Officer  
Director, Department of Technology




City vendor number: 14037

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
Margarita Gutierrez  
Deputy City Attorney

Approved:

  
for Jaci Fong  
Director of the Office of Contract  
Administration, and Purchaser



**MASTER SERVICES AGREEMENT**

<b>Customer</b>	<b>AT&amp;T</b>
Customer Legal Name Street Address: City: State/Province: Zip Code: Country:	AT&T Corp. or enter the International Affiliate Name
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Contact (for notices)</b>
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	Street Address: City: State/Province: Zip Code: Country:  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: MSA Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>

This Master Services Agreement ("MSA"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is part of the Agreement between the City and County of San Francisco and AT&T Corp. made February 26, 2010 ("Master") and is effective when signed by both Customer and AT&T.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Approved as to Form:  
Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
[name of Deputy City Attorney]  
Deputy City Attorney

## 1. INTRODUCTION

1.1 **Overview of Documents.** This MSA and the following additional documents (collectively, the "Agreement") shall apply to all services and equipment AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this MSA. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Customer's and Users' use of (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at [att.com/aup](http://att.com/aup) or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules; this MSA; the Master; the AUP; and Tariffs, Guidebooks and Service Guides; 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.

1.3 **Revisions to Documents.** Subject to Section 8.2(a) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing 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 their respective Affiliates to comply with any such separate and associated contract.

## 2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services 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.

2.2 **AT&T Equipment.** See Section 13 of the Master.

2.3 **Software.** Any software that AT&T furnishes to Customer will be governed by the written terms and conditions applicable to such software. Title to such software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they take precedence over this Agreement as to such software.

## 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will allow AT&T access to property and equipment that Customer controls as reasonably required by AT&T for the Services. In addition, if Customer does not obtain at Customer's expense timely access reasonably required by AT&T to property that Customer does not control (other than public property), AT&T may delay or terminate the Service Components dependent upon such access and may recover any applicable termination charges. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment.** See Section 61 of the Master.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** See Section 62 of the Master.

#### 4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** 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 or waiver set forth in a Service Publication will apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication to terminate 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.

4.2 **Additional Charges and Taxes.** See Section 10 of the Master.

#### 4.3 Billing.

Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. 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. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the affected invoice, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld until AT&T completes its investigation of the dispute. If disputed charges are withheld, Customer will incur late payment fees commencing on the due date of the original invoice in accordance with Section 4.4 (Payments) except to the extent that the parties agree or a court or regulatory authority determines that the disputed charges were invoiced in error.

4.6 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

#### 4.7 Adjustments to MARC.

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice and evidence of the conditions Customer believes will require the application of this

provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.

- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. **CONFIDENTIAL INFORMATION.** See Section 23 of the Master.

6. **LIMITATIONS OF LIABILITY AND DISCLAIMERS**

6.1 **Limitation of Liability.** See Section 17 of the Master.

6.2 **Disclaimer of Liability.** EXCEPT TO THE EXTENT CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS, (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.4 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. **THIRD PARTY CLAIMS**

7.1 **Reciprocal Indemnification.** See Section 16 of the Master.

7.2 **Patent, Trademark, Copyright or Trade Secret Infringement.** The following provisions apply:

(a) **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all Damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any non-AT&T services or products; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

(b) **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all Damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.2; (b) alleges

that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.2; or (c) alleges a breach by Customer, its Affiliates or Users of a software license agreement governing software provided in connection with the Services.

- (c) **Infringing Services.** Whenever AT&T is liable under Section 7.2(a), AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.3 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

## 8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** See Sections 19.a.3 and 4 of the Master.

8.2 **Termination or Suspension of Services.** The following additional termination provisions apply:

- (a) **Material Breach.** either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of receipt of notice, the aggrieved party may terminate the affected Service Components and, if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service Components and, if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.

- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in 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) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

- (d) **Fraud or Abuse.** See Section 19.A.5 of the Master.

- (e) **Infringing Services.** If the options described in Section 7.2(c) (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.2(a).

- (f) **Hazardous Materials.** See Section 61 of Master.

### 8.3 Effect of Termination.

- (a) See Section 19.c of the Master.

- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

**8.4 Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) Except as specifically set forth to the contrary in an approved Pricing Schedule, if Customer terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a) or if AT&T terminates a Service or Service Component for cause, Customer will pay applicable termination charges as follows: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

**9. IMPORT/EXPORT CONTROL**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

**10. MISCELLANEOUS PROVISIONS**

- 10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.
- 10.2 **Trademarks.** See Section 63 of the Master.
- 10.3 **Force Majeure.** See Section 6 of the Master.
- 10.4 **Amendments and Waivers.** See Sections 30 and 47 of the Master.
- 10.5 **Assignment and Subcontracting.** See Section 29 of the Master, provided that AT&T may subcontract to a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- 10.6 **Severability.** See Section 55 of the Master.
- 10.7 **Injunctive Relief.** See Section 64 of the Master.
- 10.8 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within 2 years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.
- 10.9 **Notices.** See Section 24 of the Master, provided that notices shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent).
- 10.10 **Governing Law.** See Section 49 of the Master.
- 10.11 **Compliance with Laws.** See Section 52 of the Master.
- 10.12 **No Third Party Beneficiaries.** See Section 65 of the Master.



10.13 **Survival.** See Section 21 of the Master.

10.14 **Agreement Language.** Omitted by Agreement of the Parties.

10.15 **Entire Agreement.** See Section 51 of the Master, provided that consistent with Section 2.3 (Software) above the written terms and conditions applicable to software shall remain binding on the parties.

10.16 **Local Business Enterprise Utilization; Liquidated Damages.** The applicability of LBE to each service provided under this MSA shall be consistent with Section 32.b of the Master and shall be defined in the relevant Pricing Schedule for such service.

## 11. DEFINITIONS

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

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Damages**" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" is defined as set forth in Section 13 of the Master.