

		ACC PS160		ACC SSE OTIS 170907	
For Administrative Use Only Master Agreement #:					
AT&T DEDICATED INTERNET SERVICE PRICING SCHEDULE					
SECTION 1. ACC BUSINESS REPRESENTATION					
Channel / Retention Manager		Solution Provider Channel ID #		A0000804	
Matt Ellison		Associate Solution Provider Channel ID #		EL004274	
Solution Provider Order Contact		Additional Solution Provider Order Contact			
Jeannine Harris		zane gee			
Solution Provider Order Contact Email Address		Additional Solution Provider Order Contact Email			
jharris@ten4.us		zgee@ten4.us			
Solution Provider Order Contact Phone #		Additional Solution Provider Order Contact Phone #			
410-464-8931		(410) 464-8928			
SECTION 2. ACCOUNT INFORMATION (All fields required)					
I. Company Name			II. Billing Company Name		
The Peterbilt Store - Columbia			The Peterbilt Store - Columbia		
Company Street	225 Rolling Meadows Lane		Billing Street	5100 Holabird Ave	
City	State	Zip Code	City	State	Zip Code
West Columbia	SC	29172	Baltimore	MD	21224
Contact Person			Billing Contact Person		
Ava Harrington			Karen Roberts		
Contact Email Address			Billing Contact Email Address		
aharrington@thepetstore.com			kroberts@thepetstore.com		
Phone #			Billing Contact Phone #		
(864) 269-7202			(410) 342-3400		
SECTION 3. ADI SERVICE LOCATION INFORMATION FOR SINGLE LOCATION					
Demarc Company Name		The Peterbilt Store of Columbia			
On-Site Local Contact Name (LCON) (required)	Jeannine Harris		Alt LCON Contact Name (required)	Ava Harrington	
LCON Phone # (required)	(410) 464-8931		Alt LCON Phone # (required)	(864) 269-7202	
LCON Email Address (required)	jharris@ten4.us		ALT LCON Email Address (required)	aharrington@thepetstore.com	
LCON Mobile Phone #			ALT LCON Mobile Phone #		
Street Demarc			Telephone # of nearest neighbor/business		
225 Rolling Meadows Lane			Primary Technical Customer Contact Name (required)		
Room & Floor	1st Floor Data Room		Jeannine Harris		
			Primary Technical Customer Contact Phone # (required)		
			(410) 464-8931		
City	State	Zip Code	Primary Technical Customer Contact Email Address (required)		
West Columbia	SC	29172	jharris@ten4.us		
Active phone number at Demarc location (required)			Dedicated Analog Phone # (required for Included CPE)		
No Toll Free	(803) 314-9999				
Remarks:					
Is this site a Carrier Hotel/Data Center?		NO	If yes, who owns the Carrier Hotel/Data Center?		
			LSO NPA-NXX (INTERNAL USE ONLY)		
SECTION 4A. ACCOUNT DETAIL INFORMATION					
New Account: YES	Existing Account: NO		Account Number:		
SECTION 4B. BILLING OPTIONS					
STANDARD BILLING (Single Account Billing)			YES		
CORPORATE BILLING [†] : \$6.50/mo. Administrative Fee [†]			NO		
plus \$3.00/mo. each service location [†]					
Billing Option:			Standard - Single Location Billing (default)		
[†] Charges marked by [†] are not stabilized for the Term, are illustrative to reflect the current Service Guide rates and will vary in accordance with the corresponding charges set forth in the Service Guide.					

SECTION 4C. ORDER TYPE						
Order Type		New				
Is this Order replacing or changing an existing ACC circuit? *				No		
*If yes, list existing circuit ID and details directly below (note: for multi-location orders, enter details for each site on ADIMultiloc sheet)						
Existing ACC circuit IDs (required):		Reason for replacement or change (Move, Upgrade/ Downgrade, Tech Migration, etc.):				
SECTION 5A. PRICING SCHEDULE TERM AND PROMOTIONS						
Term: 2 Years		Promo Code(s):				
Other:						
SECTION 5B. SERVICE CHARGES & RATE PLANS (will be totaled for multiple locations)						
Applicable supporting documentation (printout, quote letter and ICB) must be attached						
	PORT SPEED	Monthly Port Charges and Other Charges all Multi Locations	Total Number Selected	Monthly Port Charges and Other Charges Single Location	CPE Option/Install Charge Totals for a Single Location (No Tele-Install over 100Mbps)	
Full T1	SELECT				SELECT ONE	
Fractional + Full T3	SELECT				SELECT ONE	
Ethernet	100 Mbps		1	\$280	Included CPE, Tele-Install \$1,500 (waived) Onsite required for over 100Mbps	
Hi-Cap Ethernet MBC (if applicable)	SELECT				SELECT ONE	
Hi-Cap Incr Charge/mbps						
				Installation Charges	Amount Waived	
Total Port Charges Single Location:			1	\$280	\$1,500	\$1,500
LOCAL ACCESS		Monthly Circuit Charges all Multi Locations	Total Number Selected	Monthly Charge Per Circuit Single Location	Installation Charges (Renewals=\$0 Prov. Order =charges)	Amount Waived
128K-NxT1 (25 miles from PoP in the 48 states)						
128K-NxT1 (On-Net, Hawaii or 26+ miles from PoP in the 48 states)		SELECT				
Ethernet	Circuit Speed	Total Service (default)	1	\$604		
	100 Mbps					
Ethernet Interface		100 Base TX Electrical				
Total Local Access Charges Single Location			1	\$604	\$0	\$0
SECTION 5C. OPTIONAL SERVICES & CHARGES - SINGLE LOCATION						
IPv6/Dual Stack requested		* SELECT				
Domain Name used for service: (additional domains identified during technical interview)						
Primary. # of domains (up to 15 included per ADI port):			SELECT	(additional Primary DNS is \$100/month per 15 domains)		
Secondary. # of domains (up to 15 included per ADI port):			SELECT	(additional Secondary DNS is \$100/month per 15 domains)		
COS (Class of Service)				Monthly Charges	One-Time Install Charges (Waived)	
COS (NxT1 ports require MLPPP)			SELECT	\$0		
PNT (Private Network Transport)				Monthly Charges	One-Time Install Charges (Waived)	
PNT (NxT1 ports require MLPPP)			SELECT	\$0		
			Quantity	Monthly Charges	One-Time Install Charges	
Type?			SELECT	0	\$0	
Choke Router/Outbound Load Balancing?			SELECT		\$0	
Redundant CPE (Cold Standby)?			SELECT		\$0	
Single Location Optional Services Totals:			0	\$0	\$0	
SECTION 5D. ONE-TIME MOVE CHARGES - SINGLE LOCATION						
					One-Time Move Charge	
Move Charges T1, NxT1, fractional T3, T3 & OCX.				SELECT	\$0	

SECTION 5E. TOTAL ALL CHARGES		BILLED	WAIVED
Total Single Location Monthly Port, Local Access, and Optional Service Charges:		\$884	
Total Single Location Non Recurring Port, Local Access, Optional Service, and Move Charges:		\$0	\$1,500
SECTION 5F. MINIMUM PAYMENT AND MINIMUM RETENTION PERIOD			
Portion of Monthly Service Fees Applicable to Minimum Payment Period 50%	Service Components All Service components	Minimum Payment Period Until end of Pricing Schedule Term, but not less than 12 months per component (from original activation date)	
The minimum retention period is 12 months for all service components			
SECTION 6. TERMINATION			
The Customer may terminate service without incurring Termination Charges prior to the end of the service term, provided the Customer is current in payment to ACC Business for services provided and replaces this Pricing Schedule with either:			
1) other domestic and/or international telecommunications services provided by ACC Business having a new revenue commitment equal to or greater than the revenue commitment set forth in this Pricing Schedule; or			
2) the same services provided by ACC Business having a new revenue commitment equal to or greater than the remaining revenue commitment of this Pricing Schedule.			
Additionally, ACC Business may terminate this Pricing Schedule in the event that (i) AT&T determines that Special Construction is necessary for ACC Business to provide the Service hereunder and (ii) Customer does not execute and return an AT&T Special Construction Pricing Schedule within the time period designated by ACC Business. ACC Business may also terminate this Pricing Schedule in the event that Customer orders On-Net access and no capacity is available. Customer will not incur any Termination Charges in the event that ACC Business exercises its right of termination under this paragraph.			
SECTION 7. TAX EXEMPT INFORMATION			
Tax Exempt: Certifications for all jurisdictions that apply must be attached: Applicable taxes will be applied to all invoices until supporting tax exempt documentation is provided.		Federal	NO
		State	NO
		County	NO
		City	NO
SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS CUSTOMER'S CONSENT TO THE TERMS AND CONDITIONS OF THIS PRICING SCHEDULE			
Customer acknowledges that the terms and conditions set forth in this ADI Pricing Schedule ("Pricing Schedule") apply to Service for the duration of the Service Period. Additional terms, conditions and charges can be viewed on the AT&T Service Guide ("Service Guide") located at http://serviceguidenew.att.com/			
Customer further acknowledges that it must comply with the terms of the Acceptable Use Policy located at http://www.att.com/aup/			
When service is ordered for multiple locations of a Corporate Billed account the rates in the ADI Multi Location Worksheet apply.			
NOTE: AT&T Dedicated Internet as sold by ACC Business (ADI) (formerly known as ACC Business Managed Internet Service (MIS))			
Customer		ACC Business	
Name (Printed)	<u>Ava Harrington</u>	Name (Printed)	
Signature By (x)	<u>Ava Harrington</u>	Signature By (x)	
Date	<u>6/30/2020</u>	Date	
Company	<u>Peterbilt of Knoxville, Inc dba The Peterbilt Store of Columbia</u>	Company	<u>ACC Business</u>
Title	<u>Marketing and Technology Mgr</u>	Title	<u>Contract Specialist</u>

ACC BUSINESS MULTI-SERVICE AGREEMENT

Customer	AT&T Corp. d/b/a ACC Business
Customer Legal Name: Peterbilt of Knoxville, Inc dba The Peterbilt Store of Columbia	ACC Business
Street Address: 225 Rolling Meadows Lane	
City: West Columbia	
State/Province: SC	
Zip Code: 29172 Country:	
Customer Contact (for notices)	ACC Business Contact (for notices)
Name: Ava Harrington	Street Address: 400 West Avenue
Title: Marketing and Technology Mgr	City: Rochester State/Province: NY
Street Address: 5100 Holabird Ave	Zip Code: 14611 Country: USA
City: Baltimore State/Province: MD	
Zip Code: 21224 Country:	
Telephone: (864) 269-7202	
Fax:	
Email: aharrington@thepetstore.com	
This ACC Business Multi-Service Agreement between the customer named above ("Customer") and AT&T Corp. doing business as (d/b/a) ACC Business "ACC Business" (each a "Party") is effective when signed by both Parties ("Effective Date").	

This ACC Business Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <https://www.corp.att.com/agreement/> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase ACC Business Services, the Parties must execute an applicable pricing schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com> which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at www.att.com/aup ("AUP"). Service Publications and the AUP may be amended by AT&T or ACC Business from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the attached provisions and the BSA, the attached provisions take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

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.

AGREED: Customer	AGREED: AT&T Corp. d/b/a ACC Business
By: <i>Ava Harrington</i> (by its authorized representation)	By: (by its authorized representation)
Name: Ava Harrington (Typed or Printed Name)	Name: (Typed or Printed Name)
Title: Marketing and Technology Mgr	Title:
Date: 6/15/2020	Date:

Services: “Service” or “Services” means all products and services (including wireless, if applicable) ACC Business provides Customer pursuant to this Agreement.

Execution by Affiliates: An ACC Business or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and ACC Business will cause respective Affiliates to comply with any such separate, associated contract(s). An “Affiliate” of a party is an entity that controls, is controlled by or is under common control with such party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) 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, ACC Business’ sole responsibility with respect to Third-Party Services is to place Customer’s orders for Third-Party Services, except that AT&T or ACC Business may invoice and collect payment from Customer for the Third-Party Services.

Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term: Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term, including applicable extensions, (“Pricing Schedule Term”) and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication 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 for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. ACC Business may change such prices, terms or conditions on 30 days’ prior notice to Customer.

MARC: Minimum Annual Revenue Commitment (“MARC”) is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and ACC Business may withhold contractual credits until Customer pays the shortfall charge.

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days’ prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by ACC Business for cause prior to Cutover, Customer (i) agrees to 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, agrees to reimburse ACC Business for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by ACC Business for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by ACC Business from a third-party (*i.e.*, not an AT&T Affiliate) due

to the termination. The charges set forth in (i) and (ii) do 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. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

Billing and Disputes: If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. ACC Business must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer’s request, but subject to ACC Business’ consent (which may not be unreasonably withheld or withdrawn), Customer’s Affiliates may be invoiced separately, and ACC Business 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.

Purchased Equipment: Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment ACC Business sells Customer (“Purchased Equipment”) pass to Customer on delivery to the transport carrier for shipment to Customer’s designated location. AT&T or ACC Business retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T or ACC Business as Customer’s agent to sign and file a financing statement to perfect AT&T’s and ACC Business’ security interest. All Purchased Equipment is provided on an “AS IS” basis, except that AT&T or ACC Business passes through to Customer any warranties available from its suppliers, to the extent that AT&T or ACC Business is permitted to do so under its contracts with those suppliers.

Privacy: Each party is responsible for complying with the privacy laws applicable to its business. AT&T and ACC Business shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T’s and ACC Business’ business. If Customer does not want AT&T or ACC Business to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to 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 and ACC Business’ collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T or ACC Business only if it has legal authority to do so.

Trademarks and Publicity: Neither party will display or use the other party’s trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party’s prior written consent.

Governing Law: Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is 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.

CUSTOMER LETTER OF AUTHORITY

Please be advised that we,

Peterbilt of Knoxville, Inc dba The Peterbilt Store of Columbia

("Customer"), are interested in learning about and potentially purchasing certain products and services from AT&T Corp. d/b/a ACC Business and its affiliates ("ACC Business"), and hereby authorize

ENTER ACC BUSINESS SOLUTION PROVIDER NAME

("SP") and such other entities or persons named below ("Others Named") to act on our behalf with respect to the matters described herein.

By this Customer Letter of Authority ("Letter"), SP and Others Named are authorized non-exclusively to operate as our representative in dealings between us and ACC Business in connection with the marketing, sale and purchase of telecommunications, data, and information services. This authorization includes, but is not limited to, the ability to present pricing and contracts, negotiate and order services on our behalf, as well as the ability to obtain our customer proprietary network information ("CPNI"). Notwithstanding the foregoing authorization, neither SP nor Others Named is authorized to execute any contracts on our behalf.

We understand that it is ACC Business's legal duty to protect the confidentiality of our CPNI. CPNI is defined under federal law and includes information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by a customer of a telecommunications carrier, and that it is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. In order to explore the purchase of telecommunications products and services from ACC Business, we hereby authorize ACC Business to use our CPNI, share our CPNI with SP and Others Named, and/or provide SP and Others Named with access to our CPNI on file with ACC Business. We further grant ACC Business permission to provide SP and Others Named access to all information relating to our accounts and to make changes to our accounts via orders for all services provided by ACC Business. We acknowledge and agree that any unauthorized disclosure of CPNI by SP and/or Others Named will not result in us having any right or remedy against ACC Business. We also understand and agree that, in order to determine service eligibility and communicate eligibility to SP and Others Named, ACC Business may initiate a credit check and/or access our existing credit information on file with ACC Business.

I understand and agree that the signature, or electronic signature, set forth below constitutes Customer's agreement under this Letter and all applicable tariffs. By signing below, I represent that I have the authority to bind the Customer hereunder. For all legal purposes, an electronic Letter will be deemed an original "writing" in accordance with any applicable state law governing electronic signatures, writings and/or records, and the admissibility thereof will not be contested under any applicable best evidence rule or otherwise. This Letter will become effective on

6/15/2020

and will remain valid for a period of three (3) years unless revoked in writing by Customer, SP, and Others Named or ACC Business. Written revocation notices must specify the SPs and Others Named name and be received by ACC Business, Attn: Customer Care, 400 West Avenue, Rochester, NY 14611-2538

CUSTOMER: Store of Columbia

SIGNATURE:

Ava Harrington

PRINTED

NAME: Ava Harrington

TITLE: Marketing and Technology Mgr

ADDRESS: 225 Rolling Meadows Lane

ADDRESS:
(SUITE)

CITY: West Columbia

STATE: SC

ZIP: 29172

EMAIL

ADDRESS: aharrington@thepetstore.com

PHONE

NUMBER: 8642697202

SOLUTION PROVIDER COMPANY:

SOLUTION
PROVIDER
SALES REP:

STREET/CITY/
STATE/ZIP:

EMAIL
ADDRESS/
PHONE
NUMBER:

SOLUTION PROVIDER ID (SPID): A0000804

OTHERS NAMED/SUB-AGENT

COMPANY NAME:

REP NAME:

STREET/CITY/
STATE/ZIP:

EMAIL
ADDRESS/
PHONE
NUMBER:

SUB AGENT SP ID: EL004274