

STATEMENT OF WORK A-1 TO CITY OF FARMERS BRANCH, TEXAS PILOT AGREEMENT

This Statement of Work, No. A-1 (the “Intelligent Nodes SOW”) is attached to and incorporated in the Smart Cities Pilot Agreement between AT&T Mobility, LLC, on behalf of itself and its Affiliates, and Farmers Branch, Texas (the “City”), dated _____ (the “Pilot Agreement”). Unless otherwise defined herein, capitalized terms have the meanings ascribed them in the Pilot Agreement. The Intelligent Nodes SOW is effective as of the date on the last signature below (the “Intelligent Nodes SOW Effective Date”).

1. Purpose. The purpose of the Intelligent Nodes SOW is to document the digital infrastructure solution that AT&T will provide to the City under the terms and conditions of the Pilot Agreement (the “Project”). Current, powered by GE, a business unit of General Electric Company is an Alliance Member under the Pilot Agreement and is providing products and services in connection with the Project.

1.1 Project objectives IN SCOPE:

- Delivering ten (10) intelligent nodes (each a “Node” and in groups of two or more, the “Nodes”) a mutually agreed upon location;
- Deploying, configuring, commissioning, and hosting the Nodes and their corresponding API Services management software (collectively, the “Nodes Software”);
- Providing wireless connectivity to the Nodes;
- Providing one (1) two-hour training session on the Nodes Software for the City’s designated users;
- Providing technical support for the Nodes and the Nodes Software during normal business hours, 8AM - 6PM ET; and
- Providing overall Project management support during the term of the Intelligent Nodes SOW

1.2 Project objectives OUTSIDE OF SCOPE:

- Installing the Nodes;
- Removing any Node(s) upon termination or expiration of the Pilot Agreement; and
- Providing anything not specifically listed in §1.1 herein as being in scope

2. Engagement Approach. The Project includes delivery, installation and activation, commissioning, activation, training, and operations and support as set forth in Table 2 below. AT&T will commence the Project within fourteen (14) days after the Intelligent Nodes SOW Effective Date. During each major Project phase, AT&T and the City will jointly review the Key Deliverables described in Table 2, provide appropriate acceptances, and mutually agree on how to move forward to the next phases as appropriate.

TABLE 2

Project Phase	Duration	Responsible Party	Key Deliverable
DELIVERY			
Delivery of Nodes	Twelve (12) weeks from commencement of work	AT&T	√
INSTALLATION AND ACTIVATION			
Installation and activation of Nodes	Thirty (30) business days after delivery	City	√
Deploying, configuring, and hosting Nodes Software, and commissioning the Nodes	Ten (10) business days after installation	AT&T	√
TRAINING			
Provide the Training	One (1) business day	AT&T	√
OPERATIONS & SUPPORT			
Providing the Project and corresponding support in accordance with this Intelligent Nodes SOW	Throughout remaining term of Intelligent Nodes SOW or ninety (90) days after Node commissioning, whichever comes first	AT&T	√

2.1 Acceptance Criteria and Remediation. AT&T and the City will ensure timely review and acceptance of the Project's Key Deliverables set forth in §2.

When either Party provides notice of completing a Key Deliverable to the other Party, the Party receiving such notice will provide written acceptance or written notice of non-conformity to resolve any shortcomings within five (5) business days (unless otherwise agreed) from the receipt of the Key Deliverable (the "Acceptance Period"). If the Party receiving the completion notice does not provide written notification within the Acceptance Period, the Key Deliverable will be considered accepted and approved.

If a Party delivers, before the end of the Acceptance Period, a notice of non-conformity specifically identifying the non-conformity and stating in detail for each non-conformity how the Key Deliverable fails to conform to the applicable acceptance criteria, then the other Party will modify the Key Deliverable to correct the non-conformities and resubmit notice of the Key Deliverable to the other within ten (10) business days (unless otherwise agreed) from receipt of the notice of non-conformity

("Correction Period"). Upon resubmission of the Key Deliverable, another Acceptance Period will ensue.

2.2 Change Control Process. AT&T and the City must submit change requests to the Intelligent Nodes SOW in writing via the change request form attached hereto as Appendix A. The Party requesting the change must submit a written request to the other Party and the receiving Party will issue a written response within five (5) business days of the receipt of the request, including whether the receiving Party accepts or rejects the request and/or any changes to the terms and conditions. Once agreed upon, both Parties must execute a change request form.

2.4 Ownership of Data. Notwithstanding §3.5 of the Pilot Agreement, AT&T and the City acknowledge and agree that between the City and AT&T, the City will own the data generated with respect to the Services in connection with the Project.

2.5 Ownership of Nodes. The City takes ownership of the Nodes F.O.B.

2.6 Payment. The City will pay to AT&T THIRTY-SIX THOUSAND SIX HUNDRED AND NO/100THS DOLLARS (\$36,600.00) for the Project.

3. Assumptions. The Parties agree to the following assumptions for the Project:

- The City will provide electrical power to the Nodes sufficient for availability twenty-four (24) hours a day, and seven (7) days a week;
- The City will timely obtain and provide all necessary permits and approvals related to the Project in a timely manner that does not impact the Project's timelines;
- The City will provide all necessary power to the Nodes;
- The City will install the Nodes properly per AT&T's specifications;
- The City has hardware sufficient to access the Nodes' Information through a web-based interface; and
- Installation and support-related activities will be conducted during normal business hours Mondays through Fridays, 8:00 AM-5:00 PM CT

4. Roles. At each stage, the City and AT&T will deploy resources according to their areas of expertise and capacity including, without limitation, a technical lead on behalf of both Parties.

5. Connectivity. AT&T will provide wireless connectivity to the Nodes sufficient for the Project at no charge to the City beyond what is set forth in §2.6 herein. AT&T reserves the right to cap the total wireless data consumption if deemed excessive. AT&T will provide notice to the City prior to capping any data usage to discuss options.

6. Project Exit Scenarios. Upon termination of the Intelligent Nodes SOW, the Intelligent Lighting Software will be terminated, and any and all Nodes and other hardware provided in connection with the Project will remain in place and ownership of such Nodes and hardware will immediately transfer to the City. SUCH HARDWARE IS PROVIDED ON AN "AS IS" BASIS, AND AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS REPRESENTATION OR WARRANTY WITH RESPECT THE HARDWARE.

7. Term of Intelligent Nodes SOW. The Intelligent Nodes SOW is effective as of the Intelligent Nodes SOW Effective Date and will remain in effect through next consecutive two hundred fifteen (215) days.

8. Location. Locations in Farmers Branch, Texas where AT&T will provide the Project:

- Mutually agreed-upon locations within the City

9. Project Managers / Points of Contact.

AT&T's initial point-of-contact (e.g., Project Manager) is:

Name: Eric Green, Senior Project Program Manager
 Address: 2180 Lake Blvd NE
 Atlanta, GA 30319
 Email: eg5512@att.com
 Phone: (404) 345-3517

The City's initial point of contact is:

Name: Charles Cox, City Manager
 City of Farmers Branch, Texas
 Address: 13000 William Dodson Parkway
 Farmers Branch Texas, 75234
 Email: charles.cox@farmersbranchtx.gov
 Phone: (972) 919-2515

AT&T and the City may change its points-of-contact by notifying the other in writing.

10. Transmission of Original Signatures and Executing Multiple Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and will bind the Parties to the same extent as that of an original signature. The Intelligent Nodes SOW may be executed in multiple counterparts, each of which will be deemed to constitute an original but all of which together will constitute only one document.

IN WITNESS WHEREOF, AT&T and the City have caused the Intelligent Nodes SOW to be executed as of the last date below.

AT&T MOBILITY, LLC

By: Michael J. Zeto III
 Printed Name: Michael J. Zeto III
 Title: Vice President
 Date: 4/4/18

FARMERS BRANCH, TEXAS

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

APPENDIX A – SAMPLE CHANGE REQUEST FORM

Change Request Number: _____			
Requestor:		Tracking #:	
Title:		Date of Request:	
Nature of the Change Request:			
<i>(Please list specific details explaining the Change):</i>			
Change Priority: Priority: () high () medium () low			
Attached Materials: (list of additional documents required for other sources – i.e. engineering drawings, equipment order list, etc.)			
To be completed by the Project Manager:			
Impact of Change on the Project :			
Impact of Project Time and Scheduled Delivery Date:			
Impact on Pricing and SOW:			
Notes or Additional Information:			