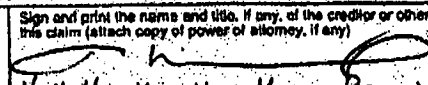


EXHIBIT A

FORM 10. PROOF OF CLAIM

United States Bankruptcy Court		PROOF OF CLAIM
District of MAINE		
In re (Name of Debtor) PEGASUS SATELLITE TELEVISION, INC., et al		Case Number 04-20878
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor <i>(The person or entity to whom the debtor owes money or property)</i> Regen Capital I, Inc.; as assignee of AT&T Corp.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and Address Where Notices Should be Sent Regen Capital I P.O. Box 237210 Aurum Station NY, NY 10023		
Telephone No. 1-888-501-0990		THIS SPACE IS FOR COURT USE ONLY
ACCOUNT NO OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: _____		
1. BASIS FOR CLAIM: <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly)		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ (date) to _____ (date)
2. DATE DEBT WAS INCURRED: _____		3. IF COURT JUDGMENT, DATE OBTAINED: _____
4. CLASSIFICATION OF CLAIM: Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.		
<input type="checkbox"/> SECURED CLAIM \$ Attach evidence of perfection of security interest. Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly)		<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(2) <input type="checkbox"/> Contributions to an employee benefit plan—11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(8) <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §§ 507(a) _____
Amount of encumbrance and other charges included in secured claim above, if any \$ _____ <input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.		
5. TOTAL AMOUNT OF CLAIM AT TIME \$ 1,080,000.00 \$ _____ \$ _____ CASE FILED: (Unsecured) (Secured) (Priority)		\$1,080,000.00 (Total)
<input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.		
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date 1/31/05	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)  Neil Herskowitz, Vice President	

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FEB 01 2005

THE TRUMBULL GROUP

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10/21/05



**TERMS AND CONDITIONS FOR THE
PURCHASE OF CUSTOMER
PREMISES EQUIPMENT**

1 PURPOSE OF AGREEMENT.

This Agreement for the Purchase of Customer Premises Equipment ("Agreement") dated February 5, 2002 is between AT&T Solutions Inc. ("AT&T Solutions"), a Delaware corporation with its principal place of business located at 15 Vreeland Road, Florham Park, New Jersey 07932, and Pegasus Satellite Communications, Inc. (for the customer and on behalf of the Customers' affiliates and its subsidiaries collectively "Customer") for the procurement of customer premise equipment (the "Equipment") and services (the "Associated Services") through the AT&T Connectivity Solutions organization. a Delaware corporation with its principal place of business located at 225 City Line Avenue, Bala Cynwyd, PA 19004 for the procurement of customer premise equipment ("Equipment") and associated services ("Associated Services"). AT&T Solutions and the Customer agree to the following terms and conditions.

2 TERM AND TERMINATION OF AGREEMENT.

This Agreement shall be effective for three (3) year(s) unless terminated by either party upon at least sixty (60) days prior written notice to the other party. In the event of a termination of this Agreement by Customer, AT&T Solutions shall be entitled to recover only the difference between the minimum purchase target and the amount actually purchased by Customer pursuant to this Agreement. The validity period for this Agreement is for thirty (30) days from the date first written above.

3 SCOPE.

a. The Equipment, Associated Services, pricing, and charges are described in the attached Schedule A, Engagement Terms for Equipment and Services ("Schedule A"). The terms and conditions of this Agreement shall apply to those transactions in which Customer purchases Equipment and Associated Services through AT&T Solutions. The Equipment will be owned by Customer, reside on Customer designated premises, and will be for the internal use of Customer, including its subsidiaries and affiliates. Included in Equipment is any Software associated with the purchase of the Equipment.

b. The Associated Services provided under this Agreement are limited to those services concerning the procurement of said Equipment by AT&T Solutions for the Customer and excludes any network management or other professional services not provided for hereunder. AT&T Solutions is not responsible for staging, implementing, testing and turn-up or maintenance of any Equipment purchased hereunder. Customer may request AT&T Solutions to perform certain services related to Equipment. If AT&T Solutions agrees to perform such services, the parties shall negotiate a separate agreement to govern the delivery of such services.

4 PURCHASES LIMITED TO U.S. ONLY.

Customer acknowledges that AT&T Solutions' offer to sell Equipment to Customer is limited to purchases made and delivered in the continental United States. AT&T Solutions shall have the sole discretion to consider purchases outside of the United States.

5 INVOICING; PAYMENT.

a. AT&T Solutions will invoice Customer upon shipment of Equipment. Customer shall pay such invoiced amounts within thirty (30) days of the invoice date, except with respect to invoiced amounts that are directly in dispute with Customer's Order. A service charge of the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law will be charged on all past due balances. Customer agrees to pay AT&T Solutions' attorneys' fees and other costs incurred by AT&T Solutions in the collection of any overdue and undisputed amounts invoiced hereunder. All payments are made in US dollars.

AT&T Solutions preferred method of payment is use of Electronic Funds Transfer ("EFT"). EFT payments by Customer shall be made to the following account of AT&T Solutions.

Nations Bank: Atlanta, GA
Account Name: AT&T Solutions Inc.
Account # 3750078981
ABA # 111000012

b. If any Affiliate, parent or subsidiary of Customer orders Equipment and Associated Services under this Agreement, Customer agrees to accept full financial responsibility and for any payment(s) due to AT&T Solutions by the Affiliate, parent or subsidiary corporation to Pegasus Satellite Communications, Inc., that placed the Order. If payment for an Order placed under this Agreement is not received from an Affiliate, parent or subsidiary within thirty (30) days of the original date of the invoice, AT&T Solutions will notify the Customer by email and the Customer will facilitate the payment of the outstanding invoice. If AT&T does not receive payment from the Affiliate, parent or subsidiary within sixty (60) days from the original date of the invoice, Customer will accept full financial responsibility and reimburse to AT&T Solutions the full amount owed by the Affiliate, parent or subsidiary at the time of said reimbursement, including, but not limited to, late charges and taxes, within ninety (90) days of the original date of the AT&T Solutions' invoice to the Affiliate, parent or subsidiary. Customer shall be solely responsible for collecting payment(s) from the Affiliate, parent or subsidiary for any amounts that Customer paid on behalf of the Affiliate, parent or subsidiary to AT&T Solutions under this Agreement.

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**TERMS AND CONDITIONS FOR THE
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6 PRICES; TAXES; ORDERS.

a. Prices: The prices, fees, discounts, and charges (hereinafter "Price") listed in Schedule A, shall be as set forth in the Equipment manufacturer's list price (hereinafter "List Price") which is in effect on the date of AT&T Solutions' receipt of an Order. In cases where the price is not to be determined from a List Price, the applicable Price will be AT&T Solutions' price on the date AT&T Solutions receives an Order from Customer, and such Price will be communicated to Customer as soon as practicable thereafter. Upon AT&T Solutions notifying Customer of such Price, Customer may elect to (1) place the Order and/or (2) terminate the Order. Notwithstanding the foregoing, if AT&T Solutions is delayed from completing an Order due to any change requested by Customer, or as a result of Customer's delay in furnishing information or in performing its obligations, any Price agreed to by AT&T Solutions is subject to change.

b. Taxes: Customer shall bear applicable federal, state, municipal, and other government taxes, duties, levies, and other similar charges (such as sales, use, etc.). Unless otherwise specified, Prices and List Prices do not include such taxes or similar charges. Exemption certificates, valid in the place of delivery, must be presented to AT&T Solutions prior to or with an Order to receive exemption status.

c. Orders shall be submitted by Customer to AT&T Solutions in written format and shall contain all information required in Section 1.8 of Schedule A. Any information, terms and/or conditions, or other language contained in any documents(s) or purchase order(s) furnished by Customer to AT&T Solutions in excess of or outside of the required information in Section 1.8 shall be considered void.

7 SHIPMENT AND DELIVERY.

Title to Equipment and risk of loss to Equipment shall pass to Customer upon shipment of Equipment. Delivery of Equipment will be made F.O.B. Point of Shipment, and Customer is responsible for all shipping costs. Shipping costs to a location within the U.S. are fixed at one (1%) percent of Customer's purchase price per Order. Customer shall examine all Equipment and promptly notify AT&T Solutions of any defects upon receipt thereof.

8 CREDIT TERMS.

AT&T Corp., with a principal place of business at 32 Avenue of the Americas, New York, County of New York, State of New York ("AT&T") (hereinafter "Secured Party"), and Pegasus Satellite Communications Inc. (Debtor or to Debtor's wholly-owned subsidiaries hereinafter "Debtor") entered into a Security Agreement made effective from February ____, 2002 to February ____, 2005, that governs the security interest the Secured Party have in the Equipment.

9 LICENSE; SOFTWARE.

a. Software associated with the purchase of Equipment will be provided in accordance with the particular manufacturer's standard Software license which Customer is deemed to accept upon the receipt of the Equipment.

b. Customer will treat all Software and documentation as Confidential Information. Customer may not transfer, disclose, sublicense or distribute Software and documentation to third parties or copy Software and documentation without the manufacturer's prior written consent and in compliance with any terms of the manufacturer's re-licensing policy.

10 WARRANTIES.

a. Equipment and Software: The Equipment, including any related Software, and Services will be provided to Customer on an "As Is" basis. (i) AT&T SOLUTIONS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE). (ii) AT&T SOLUTIONS WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN ANY EQUIPMENT OR RELATED SOFTWARE, OR ANY OF THE SERVICES. AT&T SOLUTIONS DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T SOLUTIONS HAS NO WARRANTY OBLIGATION FOR EQUIPMENT OR RELATED SOFTWARE WHICH CUSTOMER ACQUIRES THROUGH AT&T SOLUTIONS AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T SOLUTIONS, AND WHICH DO NOT BEAR AN AT&T SOLUTIONS LOGO OR COPYRIGHT NOTICE. Customer, not AT&T SOLUTIONS, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by manufacturer.

b. Pass-through of Manufacturer's Warranty. Notwithstanding the disclaimer set forth in Section 10.a., AT&T Solutions shall make commercially reasonable efforts to pass through to Customer any warranties available from Equipment manufacturers.

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**TERMS AND CONDITIONS FOR THE
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11 RETURNED EQUIPMENT.

If Customer does not accept the Equipment, the equipment should not be returned to AT&T Solutions. If Customer receives defective Equipment from manufacturer, AT&T Solutions will obtain from the manufacturer and forward to Customer an RMA (Return Material Authorization), and no additional cost will be incurred by Customer. Customer and manufacturer will resolve all other issues between them. In cases of non-defective Equipment, a return or restocking fee may be applied for which Customer will be responsible. Return shipping costs (or other incremental charges) expenses will be the responsibility of Customer.

12 PATENT AND TRADEMARK INDEMNITY.

INSTANCES IN WHICH AT&T SOLUTIONS HAVE NOT MANUFACTURED THE EQUIPMENT, OR RELATED SOFTWARE AND SUCH EQUIPMENT AND SOFTWARE DOES NOT BEAR AN AT&T SOLUTIONS LOGO OR COPYRIGHT NOTICE. AT&T SOLUTIONS SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL DAMAGES AND COSTS INCURRED BY CUSTOMER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY EQUIPMENT. NOTWITHSTANDING ANY OTHER TERMS OR CONDITIONS TO THE CONTRARY, AT&T SOLUTIONS' LIABILITY UNDER THIS SECTION SHALL NOT EXCEED THE PURCHASE PRICE OF THE INFRINGING EQUIPMENT.

13 LIMITATION OF LIABILITY.

AT&T SOLUTIONS SHALL NOT BE LIABLE TO CUSTOMER, TO THE CUSTOMERS OF CUSTOMER, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY WHICH RESULTS FROM THE USE OR APPLICATION BY CUSTOMER, CUSTOMER'S CUSTOMERS, OR ANY OTHER PARTY OF EQUIPMENT DELIVERED TO CUSTOMER, UNLESS THE LOSS OR DAMAGE RESULTS DIRECTLY FROM THE INTENTIONALLY TORTIOUS OR FRAUDULENT ACTS OR OMISSIONS OF AT&T SOLUTIONS. IN NO EVENT SHALL AT&T SOLUTIONS BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS BY AT&T SOLUTIONS, ITS EMPLOYEES, AFFILIATES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE EQUIPMENT ACTUALLY DELIVERED TO AND PAID FOR BY CUSTOMER HEREUNDER. IN NO EVENT SHALL AT&T SOLUTIONS BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH AT&T SOLUTIONS' BREACH OF OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS AND CONDITIONS, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR SUCH DAMAGES.

14 COMPLIANCE WITH U.S. EXPORT LAWS.

Customer acknowledges that the Equipment is controlled for export by the U.S. Department of Commerce and that the Equipment may require authorization prior to export from the United States or re-export. Customer agrees that it will not export, re-export, or otherwise distribute Equipment, or direct products thereof, in violation of any export control laws or regulations of the United States. Customer further warrants that it will not export or re-export, directly or indirectly, any Equipment to embargoed countries, including, but not limited to, Cuba, Libya, North Korea, Iran, Iraq, Sudan and Syria. Diversion of Equipment contrary to U.S. law is prohibited.

15 MANUFACTURER AND PUBLISHER RESTRICTIONS.

All Equipment delivered to Customer hereunder may have additional restrictions on its use required by the manufacturer or publisher. Customer is solely responsible for ensuring its adherence to any and all such restrictions or requirements.

16 NEW YORK LAW.

These terms and conditions (and any agreement into which they are incorporated) shall be interpreted in accordance with and governed by the laws of the State of New York and AT&T Solutions and Customer hereby consent to the jurisdiction of New York.

17 ARBITRATION.

If a dispute arises out of or relates to this Agreement or its breach that cannot be settled within twenty (20) business days through negotiation, either party may submit the dispute to final binding arbitration. Such arbitration will be conducted by a single arbitrator who shall be designated by the CPR Institute for Dispute Resolution ("CPR"), unless otherwise agreed to by the parties, and in accordance with the CPR's arbitration rules. The arbitration will be held at a neutral site selected by the arbitrator. The arbitrator will determine issues of arbitrability, including the applicability of any statute of limitation, but may not limit, expend or otherwise modify the terms of the Agreement. The arbitrator will not have the power to order pre-hearing discovery of documents or the taking of depositions. The arbitrator may compel the attendance of witnesses and production

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of documents at the hearing, to the extent provided by the United States Arbitration Act. The arbitrator's decision and award shall be in writing, setting forth the legal and factual basis therefore (except with respect to the validity, infringement or misappropriation of any patents or other proprietary rights of any party, where such award shall be without findings or any statement of legal or factual basis). The arbitrator may in appropriate circumstances provide for injunctive relief (including interim relief). An arbitration decision and award will not be subject to review because of errors of law. Each party shall bear its own expenses in connection with the arbitration. Expenses relating to the site of arbitration and the arbitrator's compensation will be borne equally. The parties, other participants and the arbitrator shall hold the existence, content and results of the arbitration in confidence, except to the extent necessary to enforce a final settlement agreement or to obtain and enforce a judgment on an arbitration award. This Section shall be governed by and enforced in accordance with the United States Arbitration Act.

18 ASSIGNMENT.

Neither party may assign this Agreement without the other's prior written consent (which shall not be unreasonably withheld), provided, however, that AT&T Solutions and Customer may, without consent, assign this Agreement in whole or in part to any of its affiliates, and Customer, with AT&T Solutions' consent, may assign its rights to purchase to a third party leasing company.

19 THIRD PARTY BENEFICIARY RIGHTS.

No provision of this Agreement will in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of the Agreement or any of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto

20 BILLING.

AT&T Solutions will send invoices to the primary billing address listed below:

Billing Address:	125 Felton Street		
City:	Marlboro	State:	MA Zip: 01752
Contact Name:	Mark Detora	Contact Title:	
Contact Phone:	(888) 764-0746	Contact Email:	mdetora@pgtv.com

EXEMPTION CERTIFICATES, VALID IN THE PLACE OF DELIVERY, MUST BE PRESENTED TO AT&T SOLUTIONS PRIOR TO OR WITH AN ORDER TO RECEIVE EXEMPTION STATUS.

21 USE OF INFORMATION.

Customer shall treat all information received hereunder or in connection with this Agreement as confidential and use such information only as under this Agreement. Information shall be both tangible and intangible forms of information including, but not limited to, List Price and Customer's discount. The restrictions in this Section shall not apply to any information that is: (i) independently developed by the receiving party; or (ii) lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement.

22 SURVIVAL OF TERMS.

Any term in this Agreement which by its nature extends beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

23 ENTIRE AGREEMENT.

This Agreement, including Schedule A, is the entire understanding between Customer and AT&T Solutions with respect to the subject matter. In the event of any conflict between Schedule A and the Agreement, Schedule A shall have precedence. No modifications waiver or amendment to this Agreement or Schedule A shall be effective unless it is in writing and signed by authorized representatives from both the Customer and AT&T Solutions. AT&T Solutions reserves the right at its sole discretion to modify the discount schedule and upon mutual agreement.

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TERMS AND CONDITIONS FOR THE
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IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates entered below.

AT&T Solutions Inc.

Pegasus Satellite Communications, Inc.

_____ (Signature)	<u>Scott A Blank</u> (Signature)
_____ (Name Typed or Printed Legibly)	<u>Scott A Blank</u> (Name Typed or Printed Legibly)
_____ (Title)	<u>Senior Vice President</u> (Title)
_____ Telephone Number	<u>610-934-7898</u> Telephone Number
_____ Date	<u>February 11, 2002</u> Date

THIS AGREEMENT DOES NOT BIND OR OBLIGATE EITHER PARTY
IN ANY MANNER UNLESS DULY EXECUTED BY AUTHORIZED
REPRESENTATIVES OF BOTH PARTIES

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**TERMS AND CONDITIONS FOR THE
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SCHEDULE A

ENGAGEMENT TERMS FOR EQUIPMENT AND SERVICES

1.1 GENERAL ENGAGEMENT TERMS

The following terms and conditions shall apply for the procurement of Equipment and Associated Services, as defined in the Agreement, by AT&T Solutions on behalf of Customer under the Agreement.

1.2 HARDWARE/SOFTWARE PRICING

All resale under this Agreement will be discounted from the List Price as defined in the Agreement.

1.3 EXPEDITE CHARGES

Customer will incur an uplift charge equal to three (3%) percent of the List Price for any Order requiring expedited shipment.

1.4 ITEM DELIVERY SCHEDULE

Items purchased under this Agreement are to follow the shipment schedule as maintained by the Equipment manufacturer. AT&T Solutions does not accept liability for items that are back ordered by the manufacturer.

1.5 PROCEDURES

AT&T Solutions and Customer agree to follow standard procedures and to strive to minimize the amount of processing effort required.

1.6 ORDER ACCEPTANCE

AT&T Solutions will provide Customer with notification by agreed upon method (e-mail) accepting the Order after validation. AT&T Solutions will process all Orders within five (5) business days of receipt of standard Orders and within one (1) business day of receipt for expedited Orders.

1.7 ORDER SHIPMENT

The Customer point of contact is to notify AT&T Solutions to validate that the items have been received and to accept delivery of such items. Customer will assume any storage charges in the event that Customer requires storage facilities for the Equipment. Customer shall hold AT&T Solutions innocent of any and all liability arising from the transfer and storage of Customer Equipment.

1.8 CUSTOMER REQUEST TO PROCESS ORDER

Customer shall provide Orders to AT&T Solutions that specify the following information:

- a. A reference to the Agreement.
- b. Customer's legal entity name.
- c. Customer's internal number used to identify and track Orders.
- d. Billing address if different than shipping address.
- e. Copy of tax-exempt status.
- f. Specify Expedited Shipment if applicable.
- g. Shipping Address. Shipping address where items on Order are to be shipped. Each Order may only have one (1) shipping address. All items purchased on an Order are to be shipped to the one (1) address listed on that Order.
- h. Customer Point of Contact Information. Name, e-mail address, and telephone number of the point of contact authorized by Customer to receive the Order items at the ship-to address specified on the Order.
- i. Alternate Point of Contact Information. Name, e-mail address, and telephone number of an alternate point of contact authorized to receive the items purchased if the primary Point of Contact is unavailable to receive shipment.
- j. Nomenclature of Item(s) Purchased. Product name used by the manufacturer to identify that product.
- k. Part Number of Item(s) Purchased. Part number or other identifying number used by manufacturer to identify that product.
- l. List Price of Item(s) Purchased. Manufacturer's List Price in effect upon receipt of an Order by AT&T Solutions. The List Price will be validated by AT&T Solutions.
- m. Customer Price of Item(s) Purchased. List Price minus the discount amount.
- n. Total Value of Order. Summation of Prices for Customer items and any applicable charges contained in the Order, e.g. uplift fee for expedited shipment.

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- o. **Desired Delivery Date.** Projected delivery date from Customer which is provided to the manufacturer solely for the purpose of assisting the manufacturer in planning production. The Customer's delivery date does not obligate AT&T Solutions nor the manufacturer to a specific delivery date.

1.9 PURCHASE TARGET

In consideration for the discounts set forth in this Schedule A and during the term of the Agreement, Customer agrees to target direct procurement from AT&T Solutions at a minimum of one million, eighty thousand dollars (\$1,080,000) of Equipment and Associated Services ("Purchase Target"). AT&T Solutions reserves the right to adjust Customer's discount annually upward or downward based on whether Customer attains the Purchase Target.

2.1 TABLE OF CHARGES

AT&T Solutions will provide the discounted rate as listed below. The table reflects the discounted rate applied to the Price or List Price in effect at the time the Customer's Order is received by AT&T Solutions. Discounts to maintenance apply only to Equipment purchased under this Agreement. AT&T Solutions reserves the right to modify the discount schedule and Customer will be notified of such changes prior to placing Orders and will have the right to (1) place the Order and/or (2) terminate the Order.

Customer agrees to treat the contents of this Agreement, Schedule A, and any information or documents, including, but not limited to, discount rates received under same, as it would its own confidential and proprietary information.

Manufacturer	Product Classification	Discount (%)	Note:
Cisco	Hardware	35%	
Cisco	SMARTnet	5%	

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