

**AMENDMENT NO. 4  
TO  
MASTER PRICE AGREEMENT**

This Amendment No. 4 ("Amendment 4") is entered into as of May 11th, 2018 (the Effective Date") by and between AT&T Corp. ("AT&T") and Public Procurement Authority ("Authority" or "Customer") (AT&T and Customer are, at times, referred to individually as a "Party" and together as the "Parties").

**1. Recitals.**

**1.1** AT&T and Customer entered into that certain Master Price Agreement on November 18, 2015, as amended.

**1.2** AT&T and Customer desire to amend and make certain changes to the Master Price Agreement as described in this Amendment 4.

**2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and Customer hereby agree to amend the Master Price Agreement pursuant to the terms and conditions of this Amendment 4. Unless otherwise defined, capitalized terms in this Amendment 4 will have the meanings ascribed to them in the Master Price Agreement.

**3. Specific Changes to the Master Price Agreement.**

**3.1** The identification of the parties on the first page is modified by replacing "Heidi Arnold" with "Teila Leighton" for the Public Procurement Authority.

**3.2** Subsection 1.3 "Participating Agencies" is modified by adding the following as a new last sentence to Subsection (b):

"In the event the eligible non-governmental entity described above elects to obtain FirstNet Products and Services pursuant to Section 2.2 "Public Procurement Authority State Specific Participation Agreements" below, the non-governmental entity will be required to obtain FirstNet Products and Services under the State Specific Participation Agreement for the State where the entity's headquarters are physically located."

**3.3** Subsection 1.5 "Services" is replaced in its entirety with the following:

**"1.5 Services.** Consistent with Section 2 "Participation Agency Access to Services" below, Participating Agencies may purchase Services identified in (i) the Pricing Schedules as defined in Section 1.6 "Pricing Schedules" below, (ii) the AT&T NPPGov Program Website as defined in Section 1.8 "Program Website" and/or a Public Procurement Authority State Specific Participation Agreement as defined in Section 2.2 "Public Procurement Authority State Specific Participation Agreements" below."

**3.4** Section 2 "Participation Agreement and AT&T Master Terms" is modified by adding the following as a new Subsection 2.2:

**"2.2 Public Procurement Authority State Specific Participation Agreements.** Authority may enter into a State Specific Participation Agreement in the form of which is attached hereto as Exhibit B-1 ("Public Procurement Authority State Specific Participation Agreement") which shall include the Participation Agreement Cover Page and the Participation Agreement Standard Terms which shall incorporate (i) the specific Pricing Schedules(s) attached hereto as sub-Exhibits to Exhibit A that are

selected by Authority, (ii) the AT&T NPPGov Program Website Services, (iii) the specific Services listed in the State Specific Participation Agreement, (iv) the AT&T/Participating Agency Product and Service Agreement Terms in the form of which is attached hereto as Exhibit C. Authority hereby approves the form of Public Procurement Authority State Specific Participation Agreement attached hereto as Exhibit B-1 and the form of AT&T/Participating Agency Product and Service Agreement attached hereto as Exhibit C, which forms may not be revised without amendment. In the event this Agreement is terminated prior to the end of the Initial term, the Public Procurement Authority State Specific Participation Agreements shall remain in place between AT&T and the Authority to the extent necessary to allow all Participating Agencies receiving Services under the State Specific Participation Agreement to continue receiving Services for the full original term of this Agreement.

- (a) Services under a State Specific Participation Agreement will only be available to Participating Agencies physically located in the State.
- (b) Each State Specific Participation Agreement shall be assigned an AT&T Contract Number.
- (c) Participating Agencies within that State may thereafter contact AT&T to request Services pursuant to the terms of the State Specific Participation Agreement. The Participating Agency will be required (i) to provide the AT&T Contract Number for the State Specific Participation Agreement and (ii) be fully vetted consistent with AT&T's established process for the requested Services including confirmation that the Participating Agency is a member in good standing of the Authority and passes all relevant credit checks and payment history reviews.
- (d) By requesting Service under a State Specific Participation Agreement, the Participating Agency is agreeing to be bound by the terms and conditions of this Agreement (including all Attachments and incorporated documents), including the obligation to pay AT&T for all Services, Equipment, and related products consistent with Articles 3 and 4 of the Intergovernmental Cooperative Purchasing Agreement between Authority and each Participating Agency which states in pertinent part: Article 3.a – "A procuring party is defined as ... any Participating Agency that desires to purchase from the Master Price Agreements" and Article 4 – "The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement".
- (e) Authority represents and warrants that the language contained in Articles 3 and 4 of the Intergovernmental Cooperative Purchasing Agreement between Authority and all Participating Agencies will remain substantively unchanged during the term of this Agreement.
- (f) The Participating Agency must order Service through (i) the AT&T Premier website utilizing approved customer log-in credentials, or (ii) by submitting an email or fax to AT&T with the correct authenticating information (accepted at AT&T's sole discretion). All such authenticated and approved purchase orders will result in AT&T placing the requested orders via the AT&T Phoenix ordering platform.
- (g) By requesting Service under a State Specific Participation Agreement, the Participating Agency's fully vetted employees and volunteers may purchase Services consistent with AT&T's established process for the requested Services. Approval of any such Service requests are at AT&T's sole discretion."

3.5 Subsection 10.1 "Notices is modified by AT&T and Authority contact information in their entirety with the following:

"If to AT&T:  
Susan Margheim  
Street Address: 311 S AKARD ST

City: Dallas State/Province: Texas  
Zip Code: 75202 Country: USA  
Telephone: 972-816-6562  
Email: ss3725@att.com

If to Authority:  
Name: Teila Leighton  
Title: Contract Manager  
Public Procurement Authority  
Street Address: 25030 SW Parkway Avenue, Suite 330  
City: Wilsonville State/Province: OR  
Zip Code: 97070 Country: USA  
Telephone: 885-524-4572  
Email: [questions@ppa-or.gov](mailto:questions@ppa-or.gov)

3.6 A new Exhibit B-1 "State Specific Participation Agreement Cover Page" and "State Specific Participation Agreement Standard Terms" is being added in the form attached hereto.

**4. Restatement of Agreement.** The terms and conditions of the Master Price Agreement, as modified by this Amendment 4, are hereby restated and ratified by AT&T and Customer. All such other terms and conditions of the Master Price Agreement, as amended, are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 4 as of the Amendment 4 Effective Date.

**AT&T Corp.**

By: Jack Wildermuth  
Name: Jack Wildermuth  
Title: Senior Contract Manager  
Date: 5/11/2018

**Public Procurement Authority**

By: Teila Leighton  
Name: Teila Leighton  
Title: Contract Manager  
Date: 5/11/2018

**EXHIBIT B-1**  
**STATE SPECIFIC PARTICIPATION AGREEMENT COVER PAGE**

SELLER: AT&T Corp.  
CONTRACT NUMBER: AS10296  
PURCHASER: Public Procurement Authority  
APPLICABLE STATE: \_\_\_\_\_(the "State")

<u>Public Procurement Authority</u>			
<u>Customer Legal Name "PPA"</u>	<u>D/B/A</u>	<u>Main Telephone Number</u>	
<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>ZIP Code</u>
<u>Primary Contact Name and Email Address</u>		<u>Primary Contact Telephone Number</u>	

**Agreement:** This State Specific Participation Agreement between PPA, on behalf of itself, and AT&T Corp ("AT&T" or "Seller"), on behalf of itself, consists of (a) this State Specific Participation Agreement Cover Page, (b) the attached State Specific Participation Agreement Standard Terms, including the FirstNet Services and Equipment set forth in Section 5 ("FirstNet Services and Equipment") of the Standard Terms, (c) applicable Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement, (d) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information, and (e) all AT&T materials incorporated by reference in the foregoing, including applicable Attachments found at the Service Publication identified in the selected Pricing Schedules and the Sales Information including, without limitation those documents referenced in §§3(ii) and (iii) (collectively, the "State Specific Participation Agreement").

In the event of a conflict or inconsistency between the terms of the State Specific Participation Agreement and the terms contained in the Pricing Schedule, the terms of the Pricing Schedule shall prevail.

**By signing below, the parties agree to be bound by the terms and conditions of the Participation Agreement, effective as of the last date written below (the "State Specific Participation Agreement Effective Date).**

<u>Public Procurement Authority</u> By (Authorized Signature): _____  Print Name and Title of Person Signing: _____  Date: _____
<b>AT&amp;T Corp</b> , on behalf of itself and its service providing Affiliates: By (Authorized Signature): _____  Print Name and Title of Person Signing: _____  Date: _____

**EXHIBIT B-1**  
**STATE SPECIFIC PARTICIPATION AGREEMENT STANDARD TERMS**

SELLER: AT&T Corp.  
CONTRACT NUMBER: AS10296  
: Public Procurement Authority  
APPLICABLE STATE: (the "State")

**1. Address for Notices.** All notices, requests, demands and other communications to Public Procurement Authority ("PPA") required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

**2. Recitals.**

**2.1** AT&T and PPA entered into that certain Master Price Agreement dated November 18, 2015, as amended (the "Master Price Agreement") (at times, the Master Price Agreement and the State Specific Participation Agreement are referred to collectively as the "Agreement").

**2.2** In addition to the Services and prices set forth in (i) the applicable Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement and (ii) the applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information, AT&T and PPA desire to make available to PPA and Participating Agencies ("Participating Agency" as defined under the Agreement that wants to obtain Service from AT&T in connection with the Master Price Agreement).

**3. Agreement.** In consideration of the recitals set forth in §2 above, which are hereby re-stated and agreed to by the parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, AT&T and PPA hereby agree to the terms and conditions of (i) the Master Price Agreement, including the FirstNet Services and Equipment set forth in Section 5 ("FirstNet Services and Equipment") below, (ii) the Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement which such Pricing Schedules are incorporated herein by this reference, (iii) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information for such selected Services, which such terms and conditions are incorporated herein by this reference and (iv) the AT&T/Participating Agency Product and Service Agreement Terms attached as Exhibit C to the Master Price Agreement and incorporated herein by this reference (Exhibit C, at times, referred to herein as the "Product and Service Agreement Terms"). Access to the Master Price Agreement including Exhibit A and Exhibit C is available at [www.NPPGOV.com](http://www.NPPGOV.com). Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement or an attachment thereto, as applicable.

**4. Pricing Schedules.**

**TABLE 4  
PRICING SCHEDULES**

Please Check Selected Pricing Schedule	Pricing Schedule	Customer Initials
X	Sub-Exhibit A-1: Mobility Services	

**5. FirstNet Services and Products.**

**[INSERT THE SERVICES AND RATES FOR THE STATE]**

**6. Participating Agencies.** Participating Agencies may purchase Services and Equipment under this State Specific Participation Agreement pursuant to the terms of the Agreement, including the following requirements:

- (a) Services under this State Specific Participation Agreement will only be available to Participating Agencies physically located in the State. For eligible non-governmental entities described in Section 1.3(b) of the Master Price Agreement that are seeking FirstNet Services described in Section 5 ("FirstNet Services and Products") immediately above, the non-governmental entity's headquarters must be physically located in the State.
- (b) This State Specific Participation Agreement shall be assigned an AT&T Contract Number.
- (c) Participating Agencies within that State may thereafter contact AT&T to request Services pursuant to the terms of the State Specific Participation Agreement. The Participating Agency will be required (i) to provide the AT&T Contract Number for the State Specific Participation Agreement and (ii) be fully vetted consistent with AT&T's established process for the requested Services including confirmation that the Participating Agency is a member in good standing of the Authority and passes all relevant credit checks and payment history reviews.
- (d) By requesting Service under this State Specific Participation Agreement, the Participating Agency is agreeing to be bound by the terms and conditions of this Agreement (including all Attachments and incorporated documents), including the obligation to pay AT&T for all Services, Equipment, and related products consistent with Articles 3 and 4 of the Intergovernmental Cooperative Purchasing Agreement between PPA and each Participating Agency which states in pertinent part: Article 3.a – "A procuring party is defined as ... any Participating Agency that desires to purchase from the Master Price Agreements" and Article 4 – "The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement".
- (e) PPA represents and warrants that the language contained in Articles 3 and 4 of the Intergovernmental Cooperative Purchasing Agreement between Authority and all Participating Agencies will remain substantively unchanged during the term of this Agreement.
- (f) The Participating Agency must order Service through (i) the AT&T Premier website utilizing approved customer log-in credentials, or (ii) by submitting an email or fax to AT&T with the correct authenticating information (accepted at AT&T's sole discretion). All such authenticated and approved purchase orders will result in AT&T placing the requested orders via the AT&T Phoenix ordering platform.
- (g) By requesting Service under this State Specific Participation Agreement, the Participating Agency's fully vetted employees and volunteers may purchase Services consistent with AT&T's established process for the requested Services. Approval of any such Service requests are at AT&T's sole discretion.
- (h) In the event the Master Price Agreement is terminated prior to the end of the Initial term, this State Specific Participation Agreement shall remain in place between AT&T and PPA to the extent necessary to allow all

Participating Agencies receiving Services under this State Specific Participation Agreement to continue receiving Services for the full original term of the Master Price Agreement.

**7. Adoption of State Specific Participation Agreement.** PPA and AT&T may modify the State Specific Participation Agreement at any time.

**8. Service.** AT&T agrees to provide Service to Participating Agencies pursuant to the terms and conditions of the Agreement. By requesting service under this State Specific Participation Agreement, Participating Agency shall be liable for all charges incurred hereunder by Participating Agency.

**9. Term.** The term of this State Specific Participation Agreement will run concurrently with the term of the Pricing Schedule(s) identified in Section 4 above. Any Services identified on the AT&T NPPGov Program Website which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Participation Agreement.

**10. Default and Termination of State Specific Participation Agreement.**

**10.1 Participating Agency Default; Termination by AT&T.** An event of default will occur hereunder if: a Participating Agency is no longer a Participating Agency under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement.

**11. Liability.** See Product and Service Agreement Terms.

**12. Infringement.** See Product and Service Agreement Terms.

**13. Financial Responsibility.** Participating Agency must pay for all charges incurred under the State Specific Participation Agreement.

**14. Invoicing Options.** See the Pricing Schedule and the Product and Service Agreement Terms.

**15. Termination/Cancellation Fee.** See the Pricing Schedule and the Product and Service Agreement Terms.

**16. Resale and Other Prohibited Uses.** Participating Agency receiving Service under this State Specific Participation Agreement is not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

**17. Consent to Disclosure.** By requesting Service under this State Specific Participation Agreement, Participating Agency consents to the disclosure by AT&T to PPA of information regarding Participating Agency's involvement and Services under this Participation Agreement, the amount of revenue received by AT&T as a result of Participating Agency's participation under the Agreement, and such similar information arising in connection with the Agreement.

**AMENDMENT NO. 3  
TO  
MASTER PRICE AGREEMENT**

This Amendment No. 3 ("Amendment 3") is entered into as of April 13th, 2018 (the Effective Date") by and between AT&T Corp. ("AT&T") and Public Procurement Authority ("Authority" or "Customer") (AT&T and Customer are, at times, referred to individually as a "Party" and together as the "Parties").

**1. Recitals.**

**1.1** AT&T and Customer entered into that certain Master Price Agreement on November 18, 2015, as amended.

**1.2** AT&T and Customer desire to amend and make certain changes to the Master Price Agreement as described in this Amendment 3.

**2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and Customer hereby agree to amend the Master Price Agreement pursuant to the terms and conditions of this Amendment 3. Unless otherwise defined, capitalized terms in this Amendment 3 will have the meanings ascribed to them in the Master Price Agreement.

**3. Specific Changes to the Master Price Agreement.**

**3.1** Subsections 1.3 "Participating Agencies", is replaced in its entirety with the following:

**1.3 Participating Agencies.** As used in this Agreement, and all documents referenced/incorporated herein, the term "Participating Agency" and collectively "Participating Agencies" shall mean governmental entities that are members of NPPGov (across the United States) including members of FireRescue GPO and Law Enforcement GPO, Idaho and Oregon local government units (identified in Attachment H to RFP #1520), Washington Institutions of Public Higher Education ("WIPHE") members (identified in Attachment G to RFP #1520), and government units in all other states (as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by PPA and Participating Entities).

- (a) The provisioning of Products and Services under this Agreement shall not be available to non-profit entities; provided, however, (i) Volunteer Fire Departments that are members of NPPGov and organized and established pursuant to all applicable state and local laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction are eligible to receive Products and Services under this Agreement and shall be treated as Participating Agencies for all purposes herein, and (ii) non-profit entities that are members of NPPGov are eligible to purchase FirstNet Products and Services under this Agreement to the extent that the non-profit entity qualifies for the FirstNet program as determined in the sole discretion of AT&T and shall be treated as Participating Agencies for the limited purpose of purchasing FirstNet Products and Services (no other Products and Services may be purchased under this Agreement).
- (b) Non-governmental entities that are members of NPPGov are eligible to purchase FirstNet Products and Services under this Agreement to the extent that the non-governmental entity qualifies for the FirstNet program as determined in the sole discretion of AT&T and shall be treated as Participating Agencies for the limited purpose of purchasing FirstNet Products and Services (no other Products and Services may be purchased under this Agreement).



**4. Restatement of Agreement.** The terms and conditions of the Master Price Agreement, as modified by this Amendment 3, are hereby restated and ratified by AT&T and Customer. All such other terms and conditions of the Master Price Agreement, as amended, are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 3 as of the Amendment 3 Effective Date.

**AT&T Corp.**

By: Jack Wildermuth  
Name: Jack Wildermuth  
Title: Senior Contract Manager  
Date: 4/13/18

**Public Procurement Authority**

By: Teila Leighton  
Name: Teila Leighton  
Title: Contract Manager  
Date: 4/13/18

**AMENDMENT NO. 2  
TO  
MASTER PRICE AGREEMENT**

This Amendment No. 2 ("Amendment 2") is entered into as of June 26, 2017 (the Effective Date) by and between AT&T Corp. ("AT&T") and Public Procurement Authority ("Authority" or "Customer") (AT&T and Customer are, at times, referred to individually as a "Party" and together as the "Parties").

**1. Recitals.**

**1.1** AT&T and Customer entered into that certain Master Price Agreement on November 18, 2015, as amended by Amendment No. 1 dated November 7, 2016

**1.2** AT&T and Customer desire to amend and make certain changes to the Master Price Agreement as described in this Amendment 2.

**2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and Customer hereby agree to amend the Master Price Agreement pursuant to the terms and conditions of this Amendment 2. Unless otherwise defined, capitalized terms in this Amendment 2 will have the meanings ascribed to them in the Master Price Agreement.

**3. Specific Changes to the Master Price Agreement.**

**3.1** Subsections 1.5 "Pricing Schedules", 1.6 "Amendment of the Pricing Schedules and 1.7 Amendment of the Pricing Schedules are replaced in their entirety with the following:

**1.5 Services.** Consistent with Section 2 "Participation Agency Access to Services" below, Participating Agencies may purchase Services identified in (i) the Pricing Schedules as defined in Section 1.6 "Pricing Schedules" below, and/or (ii) the AT&T NPPGov Program Website as defined in Section 1.8 "Program Website".

**1.6 Pricing Schedules.** The Pricing Schedules shall contain the pricing (including discounts and commitments, if applicable) and Pricing Schedule Term for each Service, the forms of which are attached as a sub-Exhibit of Exhibit A hereto (each, a "Pricing Schedule" and collectively, the "Pricing Schedules"). Each Pricing Schedule shall also include the terms and conditions of the obligation of AT&T to report Net Sales and pay Administrative Fees (as defined in the Pricing Schedule) as well as any relevant volume commitment or Minimum Annual Revenue Commitment (MARC) by Authority. Authority hereby approves the form of Pricing Schedule(s) attached as sub-Exhibit(s) of Exhibit A hereto, which form may not be revised without an amendment. A form of Participation Agreement (as defined below) will be executed by each Participating Agency and will incorporate the specific Pricing Schedule(s) selected by the Participating Agency.

**1.7 Amendment of the Pricing Schedules.** The terms and conditions of the Pricing Schedule(s) may only be amended by agreement between Authority and AT&T. Pricing Schedules may not be altered in any way by the Participating Agencies. However, a Pricing Schedule and Participation Agreement (as defined below) may be negotiated by such Participating Agency and AT&T.

**1.8. AT&T NPPGov Program Website Services.** The Services identified on the Program Website shall be made available to Participating Agencies subject as applicable to the terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information both of which may be modified by AT&T from time to time; provided, however, that all such Service shall also remain subject to the terms and conditions of the Agreement, including all Attachments and documents incorporated therein by reference. Services that fit within the scope of

the RFP and resulting Master Price Agreement shall be added to the AT&T NPPGov Program Website upon the mutual agreement of the Parties and following written confirmation of such agreement. The written confirmation process shall be agreed upon by the Parties. The pricing for such Services shall be the generally available rates set forth on the AT&T NPPGov Program Website or the generally available rates set forth in AT&T's Sales Information.

1.9 Accessibility of Master Price Agreement. Authority shall ensure that this Master Price Agreement and all attachments are available at all times on the NPPGov public website located at [www.nppgov.com](http://www.nppgov.com) or such other public website identified by NPPGov.

3.2 Subsection 2.1 "Participation Agreement and AT&T Master Terms" is modified by adding "and/or identified on the AT&T NPPGov Program Website" in the second sentence after "applicable Pricing Schedule" and "shall be required".

3.3 Section 11 "Definitions" is modified by adding the following definitions for "AT&T NPPGov Program Website" and "Sales Information":

"AT&T NPPGov Program Website" means that certain website found at <https://www.wireless.att.com/businesscenter/legal-contracts/att-nppgov-program.jsp>, together with all applicable content found thereon, all of which are incorporated into this Agreement by this reference.

"Sales Information" means AT&T's printed and/or on-line marketing-related materials applicable to Services provided under the Agreement, including Product Briefs, as such materials may be modified by AT&T from time to time, all of which are incorporated herein by this reference.

3.4 Sub-Exhibit A-1: AT&T Mobility Services Pricing Schedule shall be revised to change the header starting at page 2 through the end of the Sub-Exhibit from "AT&T Corporate Digital Advantage Pricing Schedule" to "AT&T Mobility Services Pricing Schedule".

3.5 Sub-Exhibit A-1: AT&T Mobility Services Pricing Schedule, Section 4.1 titled "Service Discounts" is hereby revised by deleting the Service Discounts Table in its entirety and replacing it with the following Table:

4.1 Service Discounts Table

Service Discount for CRUs*	Service Discount for IRUs*
25%	17%

\*It may take several billing cycles for the Service Discount to be applied.

3.6 Sub-Exhibit A-1: AT&T Mobility Services Pricing Schedule, Section 9.1 titled "Government Bundles (Voice/Data/Text)" is hereby revised by deleting the Government Bundles (Voice/Data/Text Table in its entirety and replacing it with the following Table:

# 9.1 Government Bundles (Voice/Data/Text)

Government Bundles (Voice/Data/Text)						
	Bundled GOV Pooled Nation AAL Plan	Bundled GOV Pooled Nation 300 Plan	Bundled GOV Pooled Nation 400 Plan	Bundled GOV Pooled Nation 600 Plan	Bundled GOV Pooled Nation 1000 Plan	
Monthly Service Charge	\$35.99	\$48.75	\$49.61	\$61.43	\$73.13	
Anytime Minutes	0	300	400	600	1000	
Included Nights & Weekend Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	
Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	
Domestic Long Distance	Included	Included	Included	Included	Included	
Domestic Roaming	Included	Included	Included	Included	Included	
Monthly Service Charge Discount	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
Rollover Minutes	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
Domestic Data Access	Included	Included	Included	Included	Included	
Additional Domestic Data Usage	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
Unlimited Text	Yes	Yes	Yes	Yes	Yes	
Tethering*	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	

\* Tethering feature is capped at 10GB per CRU line.

3.7 Sub-Exhibit A-1: AT&T Mobility Services Pricing Schedule, Section 9.2 titled "GOV Pooled Nation Plans" is hereby revised by adding the following Government Pooled Nation Plan Add-a-Line Table:

9.2 GOV Pooled Nation Plans

Government Pooled Nation Plan Add-a-Line Table	
Monthly Service Charge	\$15.99
Anytime Minutes	0
Included Nights & Weekend Minutes	Unlimited
Included Mobile to Mobile Minutes	Unlimited
Domestic Long Distance	Included
Domestic Roaming	Included
Monthly Service Charge Discount	Not Applicable
Rollover Minutes	Not Applicable
Domestic Data Access	Included
Additional Domestic Data Usage	Not Applicable
Unlimited Text	Yes
Tethering	\$10.00

3.8 Attachment B Participation Agreement Cover Page and Participation Agreement Standard Terms is hereby revised by deleting the Participation Agreement Cover Page and Participation Agreement Standard Terms in their entirety and replacing the Attachment with the following revised and reissued Exhibit B Participation Agreement Cover Agreement and Participation Agreement Standard Terms attached hereto:

**EXHIBIT B  
PARTICIPATION AGREEMENT COVER PAGE**

SELLER: AT&T Corp.  
CONTRACT NUMBER: AS10296  
NPPGov Member ID Number: \_\_\_\_\_

Customer Legal Name ("Participating Agency" or "Customer")	D/B/A	Main Telephone Number
Street Address	City	State
ZIP Code		
Primary Contact Name and Email Address		Primary Contact Telephone Number
Governmental entity of _____ [Name the State and/or Local Jurisdiction]		

**Agreement:** This Participation Agreement between Participating Agency, on behalf of itself, and AT&T Corp ("AT&T" or "Seller"), on behalf of itself, consists of (a) this Participation Agreement Cover Page, (b) the attached Participation Agreement Standard Terms, (c) applicable Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement, (d) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information, and (e) all AT&T materials incorporated by reference in the foregoing, including applicable Attachments found at the Service Publication identified in the selected Pricing Schedules and the Sales Information including, without limitation those documents referenced in §§3(ii) and (iii) (collectively, the "Participation Agreement").

In the event of a conflict or inconsistency between the terms of the Participation Agreement and the terms contained in the Pricing Schedule, the terms of the Pricing Schedule shall prevail.

**By signing below, the parties agree to be bound by the terms and conditions of the Participation Agreement, effective as of the last date written below (the "Participation Agreement Effective Date).**

<p>_____ :</p> <p>By (Authorized Signature): _____</p> <p>Print Name and Title of Person Signing: _____</p> <p>Date: _____</p>
<p><b>AT&amp;T Corp</b>, on behalf of itself and its service providing Affiliates:</p> <p>By (Authorized Signature): _____</p> <p>Print Name and Title of Person Signing: _____</p> <p>Date: _____</p>

**EXHIBIT B**  
**PARTICIPATION AGREEMENT STANDARD TERMS**

SELLER: AT&T Corp.  
CONTRACT NUMBER: AS10296  
NPPGov Member ID Number: \_\_\_\_\_

**1. Address for Notices.** All notices, requests, demands and other communications to Participating Agency required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

**2. Recitals.**

**2.1** AT&T and Public Procurement Authority ("PPA") entered into that certain Master Price Agreement dated November 18, 2015, as amended (the "Master Price Agreement") (at times, the Master Price Agreement and the Participation Agreement are referred to collectively as the "Agreement").

**2.2** Participating Agency is a governmental agency and a "Participating Agency" as defined under the Agreement that wants to obtain Service from AT&T in connection with the Master Price Agreement.

**3. Agreement.** In consideration of the recitals set forth in §2 above, which are hereby re-stated and agreed to by the parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, AT&T and Participating Agency hereby agree to the terms and conditions of (i) the Master Price Agreement; (ii) the Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement that Participating Agency has selected in §4-Pricing Schedules immediately below, which such selected Pricing Schedules are incorporated herein by this reference, (iii) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information for such selected Services that Participating Agency has selected, which such terms and conditions are incorporated herein by this reference and (iv) the AT&T/Participating Agency Product and Service Agreement Terms attached as Exhibit C to the Master Price Agreement and incorporated herein by this reference (Exhibit C, at times, referred to herein as the "Product and Service Agreement Terms"). Access to the Master Price Agreement including Exhibit A and Exhibit C is available at [www.NPPGOV.com](http://www.NPPGOV.com). Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement or an attachment thereto, as applicable.

4. **Pricing Schedules.**

**TABLE 4  
PRICING SCHEDULES**

<b>Please Check Selected Pricing Schedule</b>	<b>Pricing Schedule</b>	<b>Customer Initials</b>
<b>X</b>	<b>Sub-Exhibit A-1: Mobility Services</b>	

5. **Adoption of Agreement.** Participating Agency acknowledges and agrees that it is participating pursuant to the Agreement and that PPA and AT&T may modify the Agreement at any time. Participating Agency acknowledges and agrees that it has no right whatsoever to modify the Agreement including, without limitation, the Pricing Schedule(s) thereto.

6. **Service.** AT&T agrees to provide Service to Participating Agency pursuant to the terms and conditions of the Agreement. By signing this Participation Agreement, Participating Agency acknowledges and agrees that it is liable for all charges incurred hereunder by Participating Agency.

7. **Representations and Warranties.** Participating Agency hereby represents and warrants that (i) it is a member in good standing of NPPGov and will provide AT&T with verification of such membership upon reasonable request, and/or (ii) it is a governmental agency and will provide AT&T with verification of such status upon reasonable request. Participating Agency also hereby represents and warrants that it is not a non-profit entity as that term is defined by United States Tax Code; provided, however, that Volunteer Fire Departments organized and established pursuant to all applicable state and local laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction are eligible to receive Products and Services under this Participation Agreement and shall be treated as Participating Agencies for all purposes herein.

8. **Term.** The term of this Participation Agreement will run concurrently with the term of the Pricing Schedule(s) identified in Section 4 above. In the event the Master Price Agreement is terminated prior to the expiration of the Pricing Schedule(s), the term of each Pricing Schedule shall continue through the term identified in the Pricing Schedule. Any Services identified on the AT&T NPPGov Program Website which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Participation Agreement.

9. **Default and Termination of Participation Agreement.**

9.1 **Participating Agency Default; Termination by AT&T.** Participating Agency agrees that it will be an event of default hereunder if: Participating Agency is no longer a Participating Agency under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement.

10. **Liability.** See Product and Service Agreement Terms.

11. **Infringement.** See Product and Service Agreement Terms.

12. **Financial Responsibility.** Participating Agency must pay for all charges incurred under the Participation Agreement.

13. **Invoicing Options.** See the Pricing Schedule and the Product and Service Agreement Terms.

14. **Termination/Cancellation Fee.** See the Pricing Schedule and the Product and Service Agreement Terms.

15. **Good Faith Cooperation.** With respect to all marketing responsibilities set forth herein, Participating Agency



and AT&T agree to cooperate in good faith to assist AT&T in achieving its Service marketing goals, including but not limited to making Participating Agency's employees aware of the available discounts offered under this Participation Agreement.


**16. Resale and Other Prohibited Uses.** Participating Agency is not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

**17. Consent to Disclosure.** Participating Agency consents to the disclosure by AT&T to PPA of information regarding Participating Agency's involvement and Services under this Participation Agreement, the amount of revenue received by AT&T as a result of Participating Agency's participation under the Agreement, and such similar information arising in connection with the Agreement.

**4. Restatement of Agreement.** The terms and conditions of the Master Price Agreement, as modified by this Amendment 2, are hereby restated and ratified by AT&T and Customer. All such other terms and conditions of the Master Price Agreement, as amended, are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 2 as of the Amendment 2 Effective Date.

**AT&T Corp.**


By:  Digitally signed by Jack Wildermuth  
DN: cn=Jack Wildermuth, o=GEHS,  
ou=GEM Mobility Contracts,  
email=jw8001@att.com, c=US  
Date: 2017.06.26 10:54:45 -07'00'

Name: Jack Wildermuth

Title: Senior Contract Manager

Date: June 26, 2017

**Public Procurement Authority**

By: 

Name: Heidi Arnold

Title: Contract Manager

Date: June 26, 2017

**AMENDMENT NO. 1  
TO  
AT&T MOBILITY SERVICES PRICING SCHEDULE**

This Amendment No. 1 (the "Amendment 1") is entered into as of November 7, 2016 (the "Amendment 1 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and Public Procurement Authority ("Customer") (AT&T and Public Procurement Authority are, at times, referred to individually as a "Party" and together as the "Parties").

**1. Recitals.**

**1.1** AT&T Corp. and Public Procurement Authority, a public entity in the State of Oregon formed by an Intergovernmental Agreement pursuant to Oregon Revised Statutes Chapter 190 (Intergovernmental Cooperation) entered into that certain AT&T Master Price Agreement dated November 18, 2015, as amended (the "Master Price Agreement").

**1.2** In connection with the Agreement, AT&T and Customer entered into that certain AT&T Mobility Services Pricing Schedule dated November 18, 2015 (the "Mobility Services Pricing Schedule").

**1.3** AT&T and Customer desire to amend and make certain changes to the Mobility Services Pricing Schedule as described in this Amendment 1.

**2. Agreement.** In consideration of the recitals set forth in 1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and Customer hereby agree to amend the Mobility Services Pricing Schedule pursuant to the terms and conditions of this Amendment 1. At times, the Master Price Agreement, the Mobility Services Pricing Schedule and this Amendment 1 are referred to collectively as the "Agreement." Unless otherwise defined, capitalized terms in this Amendment 1 have the meanings ascribed to them in the Master Agreement and/or the Mobility Services Pricing Schedule.

**3. Termination for Convenience.** Notwithstanding anything to the contrary in Exhibit C., AT&T/Participating Agency Product and Service Agreement Terms, of the Master Price Agreement, a Participating Agency may terminate its Mobility Services Pricing Schedule for convenience upon thirty (30) days' written notice to AT&T and termination charges will not apply. Any termination under this provision (a) may be in whole or in part; and (b) shall not effect the rights and obligations attending orders outstanding at the time of termination, including any right of Participating Agency to indemnification by AT&T, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.

**4. Restatement of Agreement.** The terms and conditions of the Agreement, as modified by this Amendment 1, are hereby restated and ratified by AT&T and Customer. All such other terms and conditions of the Participation Addendum are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 1 as of the Amendment 1 Effective Date.

**AT&T Corp.**

By: Kymberly M. Wright  
Name: Kymberly M. Wright  
Title: Sr. Contract Manager  
Date: November 7, 2016

**Public Procurement Authority**

By: Heidi Arnold  
Name: Heidi Arnold  
Title: Contract Manager  
Date: Nov 1, 2016

# MASTER PRICE AGREEMENT



AT&T MA Reference No.

## MASTER PRICE AGREEMENT

Customer	AT&T
<b>PUBLIC PROCUREMENT AUTHORITY</b> Street Address: 25030 SW Parkway Ave. Suite 330 City: Wilsonville State/Province: OR Zip Code: 97070 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Heidi Arnold Title: Contract Manager Street Address: 25030 SW Parkway Ave. Suite 330 City: Wilsonville State/Province: OR Zip Code: 97070 Country: USA Telephone: 855-524-4572 Email: <a href="mailto:questions@procurementauthority.org">questions@procurementauthority.org</a>	Street Address: 311 S. Akard St. City: Dallas State/Province: Texas Zip Code: 75202 Country: USA  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>

This MASTER PRICE AGREEMENT ("Agreement"), is made and entered into effective 11/18/, 2015 (the "Effective Date"), by and between PUBLIC PROCUREMENT AUTHORITY, a public entity in the State of Oregon formed by an Intergovernmental Agreement pursuant to Oregon Revised Statutes Chapter 190 (Intergovernmental Cooperation) ("Authority" or "Customer") and AT&T Corp, a New York Corporation on behalf of its service providing affiliates ("AT&T" or "Vendor"). Authority and AT&T are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

### Recitals:

This Agreement is made and entered into as of the Effective Date (as defined by the date of the final signature on the signature page hereto) by and between Authority and AT&T;

Authority, in association with National Purchasing Partners, LLC dba NPPGov on behalf of NPPGov's members across the nation, including members of FireRescue GPO and Law Enforcement GPO, Idaho and Oregon local government units (identified in Attachment H to RFP #1520), Washington Institutions of Public Higher Education ("WIPHE") members (identified in Attachment G to RFP #1520), government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by PPA, comprise a cooperative procurement group which administers contracts for products and services offered to participating entities located throughout North America;

Authority provides a broad portfolio of agreements capable of serving all types of organizations; and

## MASTER PRICE AGREEMENT

AT&T desires to provide products and services to PPA and agreed upon participating entities (defined below as "Participating Agencies") pursuant to the terms of this Agreement and the documents referenced and incorporated herein ("Products and Services").

Public Procurement Authority (by its authorized representative)	AT&T Corp. (by its authorized representative)
By: <i>Heidi Arnold</i>	By: <i>[Signature]</i>
Name: <i>Heidi Arnold</i>	Name: <i>John D. Erwin</i>
Title: <i>Contract Manager</i>	Title: <i>SR. Vice President</i>
Date: <i>11/18/2015</i>	Date: <i>11/12/2015</i>

# MASTER PRICE AGREEMENT

For and in consideration of the mutual covenants and conditions contained herein, Authority and AT&T agree as follows:

## 1. Scope

**1.1 Relationship of the Parties.** As the contracting agent for the Participating Agencies, Authority enters into this Agreement for the benefit of the Participating Agencies. The Participating Agencies may elect to contract with AT&T for the Services on a voluntary basis.

**1.2 Term of the Agreement.** This Agreement shall have an initial term of three (3) years beginning on the Effective Date (the "Initial Term"). Three (3) additional one-year terms (each, a "Renewal Term") will automatically go into effect following the Initial Term unless a party provides sixty (60) days written notice to the other party of an intention to terminate the Agreement at the conclusion of the Initial Term of any of the Renewal Terms. The Initial Term and any Renewal Terms are referred to collectively herein as the "Term."

**1.3 Participating Agencies.** As used in this Agreement, and all documents referenced/incorporated herein, the term "Participating Agency" and collectively "Participating Agencies" shall mean governmental entities that are members of NPPGov (across the United States) including members of FireRescue GPO and Law Enforcement GPO, Idaho and Oregon local government units (identified in Attachment H to RFP #1520), Washington Institutions of Public Higher Education ("WIPHE") members (identified in Attachment G to RFP #1520), and government units in all other states (as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by PPA and Participating Entities). The provisioning of Products and Services under this Agreement shall also be available to governmental entities that are not members of NPPGov and shall be treated as Participating Agencies for all purposes herein. The provisioning of Products and Services under this Agreement shall be not be available to non-profit entities; provided, however, Volunteer Fire Departments that are members of NPPGov and organized and established pursuant to all applicable state and local laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction are eligible to receive Products and Services under this Agreement and shall be treated as Participating Agencies for all purposes herein.

**1.4 Purpose of this Agreement.** The Parties acknowledge and agree that the purpose of this Agreement is to establish a cooperative purchasing agreement between Authority and AT&T. The parties further acknowledge and agree that consistent with RFP #1520 and AT&T's Response to RFP #1520, the parties intend to modify this Agreement, including the Attachments, over the defined term to ensure that the Agreement remains competitive and relevant to Participating Agencies by the addition, updating, replacement and/or removal of all reasonably in-scope services, equipment, products and solutions.

**1.5 Pricing Schedules.** The pricing (including discounts and commitments, if applicable) and Pricing Schedule Term for each Service are set forth in a Pricing Schedule, the forms of which are attached as a sub-Exhibit of Exhibit A hereto (each, a "Pricing Schedule" and collectively, the "Pricing Schedules"). Each Pricing Schedule shall also include the terms and conditions of the obligation of AT&T to report Net Sales and pay Administrative Fees (as defined in the Pricing Schedule) as well as any relevant volume commitment or Minimum Annual Revenue Commitment (MARC) by Authority. Authority hereby approves the form of Pricing Schedule(s) attached as sub-Exhibit(s) of Exhibit A hereto, which form may not be revised without an amendment. A form of Participation Agreement (as defined below) will be executed by each Participating Agency and will incorporate the specific Pricing Schedule(s) selected by the Participating Agency.

# MASTER PRICE AGREEMENT

**1.6 Amendment of the Pricing Schedules.** The terms and conditions of the Pricing Schedule(s) may only be amended by agreement between Authority and AT&T. Pricing Schedules may not be altered in any way by the Participating Agencies. However, a Pricing Schedule and Participation Agreement (as defined below) may be negotiated by such Participating Agency and AT&T.

**1.7 Accessibility of Master Price Agreement.** Authority shall ensure that this Master Price Agreement and all attachments are available at all times on the NPPGov public website located at [www.nppgov.com](http://www.nppgov.com) or such other public website identified by NPPGov.

## 2. Participating Agency Access to Services

**2.1 Participation Agreement and AT&T Master Terms.** Participating Agencies who wish to purchase Services under this Agreement as set forth in the applicable Pricing Schedule shall be required to execute a Participation Agreement in the form of which is attached hereto as Exhibit B ("Participation Agreement") which shall include the Participation Agreement Cover Page and the Participation Agreement Standard Terms which shall incorporate (i) the specific Pricing Schedules(s) attached hereto as sub-Exhibits to Exhibit A that are selected by the Participating Agency, and (ii) the AT&T/Participating Agency Product and Service Agreement Terms in the form of which is attached hereto as Exhibit C. Authority hereby approves the form of Participation Agreement attached hereto as Exhibit B and the form of AT&T/Participating Agency Product and Service Agreement attached hereto as Exhibit C, which forms may not be revised without amendment; provided, however, that AT&T and Participating Agency may in their sole discretion agree to revise the Participation Agreement as concerns the provision of Products and Services exclusively between AT&T and that Participating Agency. In the event this Agreement is terminated prior to the end of the Initial term, the Participation Agreements shall remain in place between AT&T and the Participating Agencies for the full term defined in each Participation Agreement.

## 3. Maintenance of Records.

**3.1** Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Participating Agencies may, at their own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices to each Participating Agency. Each Participating Agency may employ such assistance, as it deems desirable to conduct such reviews but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's Confidential Information. Each Participating Agency shall cause any person retained for this purpose to execute a non-disclosure agreement imposing substantially the same obligations of confidentiality as are set forth in Section 5. Such reviews shall take place at a time and place agreed upon by AT&T and such Participating Agency. Participating Agency's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records for purposes of this Section.

**3.2** AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Participating Agency in the form of a credit as soon as reasonably practicable under the circumstances.

## 4. Compliance with Law and Government Program Participation

**4.1 Compliance with Law.** Each Party represents that to the best of its knowledge, after due inquiry, it is, and for the Term shall be, in compliance with all applicable federal and state laws, ordinances and regulations that are material to the operation of its business and the performance of its obligations under this Agreement ("Legal Requirements").

## MASTER PRICE AGREEMENT

**4.2 Notification of Claims.** During the Term, each Party shall immediately notify the other Party of any lawsuits, claims, administrative actions or other proceedings asserted or commenced against it that are material to the notifying Party's responsibilities under this Agreement.

## 5. CONFIDENTIAL INFORMATION

**5.1 Confidential Information.** "Confidential Information" means: (a) information the Parties or their Affiliate (as defined in the applicable Pricing Schedule) share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

**5.2 Obligations.** A disclosing Party's Confidential Information will, for a period of three years following the disclosure to the other Party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving Party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other Party and agree in writing to use and disclosure restrictions as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing Party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services). Notwithstanding the foregoing, Authority may disclose the Confidential Information to the Participating Agencies. Each Party shall mark as "Confidential – Not for Disclosure outside [the name of the other Party]" any information that it does not wish to share outside of the direct receiving Party.

**5.3 Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; (b) is lawfully received by the receiving Party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

**5.4 Privacy.** Each Party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T business.

## 6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

### 6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
  - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 9.1 (Publicity) OR SECTION 9.2 (Trademarks), PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);



## MASTER PRICE AGREEMENT

- (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
  - (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
  - (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.
- 6.2 Disclaimer of Liability.** 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 Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.
- 6.4 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.
- 6.5 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

## MASTER PRICE AGREEMENT

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 **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 Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (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.
- 7.2 **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 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.
- 7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, 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.
- 7.4 **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.
- 7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

### 8. SUSPENSION AND TERMINATION

- 8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.
- 8.2 **Termination or Suspension.** The following additional termination provisions apply:
- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may 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 receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service

## MASTER PRICE AGREEMENT

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.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (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 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

### 8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.
- (c) In the event this Agreement is terminated prior to the end of the Initial term, the Participation Agreements shall remain in place between AT&T and the Participating Agencies for the full term defined in each Participation Agreement.

## 9. MISCELLANEOUS PROVISIONS

**9.1 Publicity.** Neither Party may issue any public statements or announcements relating to the terms of this Agreement or to the provisions of Services without the prior written consent of the other Party; provided, however, that Authority may disclose such information to the Participating Agencies.

**9.2 Trademarks.** Each Party agrees not to display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks or other indicia of origin without the other Party's prior written consent, which consent may be revoked at any time by notice; provided, however, that Authority may display or use such information with respect to the Participating Agencies.

## MASTER PRICE AGREEMENT

9.3 Independent Contractor. Each Party is an independent contractor. Neither Party controls the other and neither Party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other Party. As used in this Agreement, "Affiliate" (a) when referring to an affiliate of AT&T, means and includes legal entities controlling or controlled by or under common control with AT&T; and (b) when referring to an affiliate of Authority, means and includes an entity controlling or controlled by or under common control with Authority, where control is defined as (i) the ownership of at least thirty five percent (35%) of the equity or beneficial interest of such entity; or (ii) the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

9.4 Force Majeure. Except for payment of amounts due hereunder (including Administrative Fees), neither Party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers and suppliers, acts of regulatory or governmental agencies or other causes beyond such Party's reasonable control.

### 9.5 Assignment and Subcontracting

- (a) Customer may, without AT&T's consent but upon notice of AT&T, assign in whole or in relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, but upon notice to Customer, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either Party without the prior written consent of the other Party (which consent will not be unreasonably withheld or delayed.) In the case of any assignment, the assigning Party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

9.6 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 9.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the Parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the Parties.

9.7 Injunctive Relief. Nothing in this Agreement is intended to or should be construed to prohibit a Party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

9.8 Legal Action. The Parties agree that applicable statute of limitations will apply to any actions arising in connection with this Agreement.

9.9 Survival. The respective obligations of the Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement including the obligations set forth in Section 5 (Confidential Information), will survive such termination or expiration.

9.10 Governing Law. This Agreement will be governed by the law of the State of Oregon, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

## 10. MISCELLANEOUS

## MASTER PRICE AGREEMENT

10.1 Notices. Except as otherwise expressly provided herein, all notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed sufficient when mailed by United States mail, delivered by Federal Express or similar overnight delivery service, or delivered in person to the Party to which it is to be given, at the address of such Party set forth below, or to such other address as the Party shall have furnished in writing in accordance with this Section:

If to AT&T:  
Ross Deuel  
Street Address: 311 S AKARD ST  
City: Dallas State/Province: Texas  
Zip Code: 75202 Country: USA  
Telephone: 972-977-0248  
Email: ross.deuel@att.com

If to Authority:  
Name: Heidi Arnold  
Title: Contract Manager  
Public Procurement Authority  
Street Address: 25030 SW Parkway Avenue, Suite 330  
City: Wilsonville State/Province: OR  
Zip Code: 97070 Country: USA  
Telephone: 885-524-4572  
Email: [questions@procurementauthority.org](mailto:questions@procurementauthority.org)

10.2 Third Party Beneficiaries. All Participating Agencies, as applicable, are intended third party beneficiaries to this Agreement.

10.3 Purchasing Commitments. Authority's award of this Agreement to AT&T shall not constitute a commitment by any Participating Agency (or other person) to purchase any of the Services from or through AT&T. AT&T shall not require any Participating Agency to purchase any specific quantity or combination of Services, or impose any other purchasing commitment on a Participating Agency as a condition to the Participating Agency's purchase of any Services pursuant to this Agreement.

10.4 Entire Agreement; Amendments. This Agreement, Authority's Data and Communications Solutions, Related Equipment, and Accessories RFP published on January 14, 2015 RFP #1520 (the "RFP"), and AT&T's Response to the RFP shall constitute the entire agreement between Authority and AT&T. In the event of any inconsistency between this Agreement and the Exhibits, the terms of this Agreement shall control the relationship between AT&T and Authority. In the event of a conflict or inconsistency between the Agreement, the RFP and AT&T's Response to the RFP, the Agreement followed by AT&T's Response to the RFP followed by the RFP shall control the relationship between AT&T and Authority. No other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed in a signed writing. All modifications to this Agreement shall require an amendment, and no amendment to this Agreement shall be effective unless it is in writing and executed by both Authority and AT&T. Authority and AT&T hereby agree that email communications will not constitute a "writing" for the purposes of any amendment or other modifications of this Agreement.

## 11. DEFINITIONS

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

## MASTER PRICE AGREEMENT

**“Customer Personal Data”** means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

Exhibit A  
AT&T Mobility Pricing Schedules



## AT&T Mobility Services Pricing Schedule

AT&T Master Agreement No.  
Location Account ID:

<b>Customer ("Customer")</b> Public Procurement Authority 25030 SW Parkway Ave, Suite 330 Wilsonville, OR 97070 USA	<b>AT&amp;T ("AT&amp;T")</b> AT&T Corp.
<b>Customer Contact (for notices)</b> Name: Heidi Arnold Title: Contract Manager Telephone: 855-524-4572 Fax: E-mail: questions@procurementauthority.org Address for notices, if different from above: Street Address City State Zip Code USA Customer Account Number or Master Account Number:	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input checked="" type="checkbox"/> <b>Primary Sales Contact</b> Account Rep Name: Ross Deuel Title: GPO Manager Telephone: 972-977-0248 Email: ross.deuel@att.com Street Address: 311 S. Akard St. City: Dallas State: TX Zip Code: 75202 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
<b>AT&amp;T Authorized Agent or Representative Information (if applicable)</b> <input type="checkbox"/> <b>Primary Sales Contact</b> Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Master Price Agreement ("Agreement") between AT&T and Customer referenced above. In the event of a conflict or inconsistency between the terms of this Agreement and the terms contained (i) in the "Optional Products, Services, Equipment and Programs" section of the Service Guide and associated Sales Information for an Optional Program selected by Customer or a CRU (collectively, the "Optional Program Terms") or (ii) in the Sales Information for any Service not provided under a Business Plan selected by Customer or a CRU, the Optional Program Terms and the Sales Information will prevail but only with respect to such Optional Program or other Service, as applicable.

Services under this Pricing Schedule will become available to Participating Agencies upon execution of a Participation Agreement, in the form of Exhibit B to the Agreement, and in which the Participating Agency affirmatively selects this Pricing Schedule. As used in this Pricing Schedule, "Customer" shall include Participating Agencies when the reference is used in connection with the receiving of services under this Pricing Schedule as opposed to the administration of this Pricing Schedule by AT&T and Public Procurement Authority.

<b>Public Procurement Authority</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: <i>Heidi Arnold</i>	By: <i>John D. Irwin</i>
Name: <i>Heidi Arnold</i>	Name: <i>John D. Irwin</i>
Title: <i>Contract Manager</i>	Title: <i>SR. Vice President</i>
Date: <i>11/18/15</i>	Date: <i>11/12/15</i>



## AT&T Corporate Digital Advantage Pricing Schedule

### 1. SERVICES AND SERVICE PUBLICATIONS

#### 1.1 Services and Service Publications

Services	Service Publications*
AT&T Mobile Services	
• Business Plans identified in Service Guide	AT&T Mobile Services Service Guide ("Service Guide") and Terms of Service
• All other AT&T Mobile Services	Service Guide and Sales Information
Equipment, Optional Programs and Supplemental Services	Service Guide and Sales Information
* - Incorporated by reference into this Pricing Schedule	

#### 1.2 Service Publication Locations

Service Publications	Service Publication Locations	URL
Service Guide	<a href="http://serviceguidenew.att.com/sg">http://serviceguidenew.att.com/sg</a>	<a href="#">flashPlayerPage/MS</a>
Terms of Service	Enterprise Customers: Additional Service and Equipment Related Terms	<a href="http://att.com/abs-addtl-terms">att.com/abs-addtl-terms</a>
Sales Information	<ul style="list-style-type: none"> <li>Terms of Service</li> <li>Marketing materials, product briefs and rate brochures provided to Customer</li> </ul>	Available upon request or at <a href="http://att.com/abs-addtl-terms">att.com/abs-addtl-terms</a> , <a href="http://wireless.att.com/businesscenter">wireless.att.com/businesscenter</a> or such other site determined by AT&T

### 2. ACCEPTABLE USE POLICY

Acceptable Use Policy at [www.att.com/aup](http://www.att.com/aup) applies to all Services

### 3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Coterminous with the term of the Agreement which has a three (3) years initial Term running from the Effective date of the Agreement with three (3) one year renewal options
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule – Participating Agencies can select services under the Pricing Schedule at any time during the Pricing Schedule Term by executing a Participation Agreement in the form of Exhibit B to the Agreement in which the Participating Agency affirmatively selects this Pricing Schedule

## AT&T Corporate Digital Advantage Pricing Schedule

### 4. DISCOUNTS

#### 4.1 Service Discounts

**Service Discount.** Subject to the restrictions set forth in this Section, AT&T will provide Customer with the following Service Discount: Twenty Five percent (25%) for CRUs; Fifteen percent (15%) for Employee IRUs. AT&T may restrict certain Plans or certain other discount programs from qualifying for the Service Discount. AT&T will advise Customer when such restrictions apply. AT&T will only apply the Service Discount to the Monthly Service Charge of eligible Plans. It may take several billing cycles for the Service Discount to be applied.

Applicable only to the Monthly Service Charge of Voice Service and Wireless Data Service Plans identified as discount eligible in the Service Publication.

Monthly Revenue	Service Discount for CRUs*	Service Discount for IRUs*
\$0 - \$500,000	25%	15%
\$500,000 - \$1,000,000	25%	16%
\$1,000,001	25%	17%
* It may take several billing cycles for the Service Discount to be applied.		

#### 4.2 Equipment Discounts

Applicable only with Service activation to Equipment and pricing identified as discount eligible in the Service Guide. The Equipment Discount will only apply to eligible upgrade purchases as defined in Section 9.28 below and may not be combined with any other offer. Accessories discount is available to CRU eligible entities only. This discount is not available to IRU entities. Not all accessories are eligible for the discount. Mobility Devices may be found at the following URL <https://www.wireless.att.com/businesscenter/legal-contracts/cda.jsp>

Subject to the restrictions set forth in this §4.2, AT&T will provide Customer with an Equipment Discount on select Equipment found at the "Equipment" page of the Program Website, as may be modified by AT&T from time to time. AT&T will apply the Equipment Discount only to the prices set forth on the above-referenced Program Website page. AT&T will only provide Equipment with Service activated. The Equipment Discount only applies with new activations or eligible upgrades and may not be combined with any other equipment offer.

Title to and risk of loss of Equipment pass to Customer upon delivery of the Equipment to the address specified in the order.

Discount (CRU Only)	50% off National Contract Reference Price where eligible
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#### 4.3 Accessory Discount

**Accessories Discount.** Subject to the restrictions set forth in this §4.3, AT&T will provide Customer with a thirty (30%) discount on select Accessories purchased by Customer and/or its CRUs through Customer's Premier website (the "Accessory Discount"). The discount off accessories is not available to Customer for orders placed through any other method. For purposes of this Agreement, the term "Accessories" means supplementary parts (e.g., batteries, chargers, cases and ear buds) for use with Equipment found at the "Equipment" page of the Program Website from time to time. Accessory selection is subject to availability limitations. The Accessory Discount will not apply to Accessories purchased for use with data-centric Equipment such as modems, replacement SIM cards and car kits or to Apple-branded Accessories, and the Accessory Discount may not be combined with any other promotional pricing or offer.

### 5. SERVICE WITHDRAWAL

Notification Required for AT&T to withdraw from market and terminate a Service or Service Component	
Optional Programs	30 days
All other Services	None

### 6. ADDITIONAL SURCHARGES AND RECOVERY FEES

In addition to applicable monthly charges, taxes, shipping charges and other charges described in the Agreement, AT&T may assess, and Customer will pay, various monthly surcharges and recovery fees described in the Agreement, including without limitation, a Regulatory Cost Recovery Charge of up to \$1.25 to help defray AT&T's costs incurred in complying with obligations and charges imposed by state and federal telecom regulation.

## AT&T Corporate Digital Advantage Pricing Schedule

These surcharges and recovery fees are not taxes or government-required charges. Customer and its CRUs should visit [att.com/additional\\_charges](http://att.com/additional_charges) to view estimates of such discretionary charges for a CRU's locale.

### 7. ADDITIONAL TERMS AND CONDITIONS

#### 7.1 CRUs and IRUs

CRUs and IRUs must be Employees of Customer and must qualify for chosen Services. Customer is responsible for CRUs' use of the Services. Each IRU, not Customer, is responsible for the IRU's use of Services. Each IRU must enter into a separate wireless service agreement with AT&T, cooperate with the validation process, as modified by AT&T from time to time, for establishing that the IRU is an Employee of Customer, Customer has executed a Participation Agreement in which this Pricing Schedule was affirmatively selected, and pay any applicable enrollment fees.

**7.2. Sponsorship Program.** Employees may participate in the Sponsorship Program. All such Employees participating in the Sponsorship Program will be IRUs under this Agreement. Participating Agency acknowledges and agrees that Employees must be validated in order to participate in the Sponsorship Program, and that any Employees not so validated will not be IRUs under the Agreement and will not receive corresponding program benefits.

**7.2.1 Sponsorship Program Activation Processes and Procedures.** Each IRU participating in the Sponsorship Program: (a) must enter into, and be individually responsible for complying with a two-year IRU Service Agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen Plan and to pay all charges incurred under the IRU Service Agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by AT&T from time to time.

**7.2.2 Sponsorship Program Features.** Under the Sponsorship Program: (a) IRUs may choose from select Service Plans available to Participating Agency within each AT&T Market (provided they qualify for the chosen Plan); (b) IRUs will receive the MSC Service Discount in accordance with §4.1 above; (c) AT&T will apply the two-year Equipment Discount to IRUs' corresponding Equipment purchases in accordance with §4.2 above; (d) Service Revenue generated by IRUs contributes to Participating Agency's Annual Volume in accordance with §4.1 above; and (e) IRUs and their usage contribute to Participating Member's eligibility requirements set forth in §2 of the Program Description.

**7.2.3 Participation.** Provided they are properly validated and authorized, Employees of entities qualified to be Participating Members under this Agreement, that have executed the requisite Participation Agreement, may participate in the Sponsorship Program as IRUs under Participating Member's account.

#### 7.3 Liability

AT&T SHALL HAVE NO LIABILITY FOR ANY SERVICE INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS THAT LAST LESS THAN 24 HOURS.

#### 7.4 Infringement

AT&T WILL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON EQUIPMENT AND/OR SUPPLEMENTAL SERVICES FURNISHED UNDER THIS ACDA PRICING SCHEDULE.

#### 7.5 Prohibited Uses

Prohibited Uses are described in the applicable Service Publication. If a CRU fails to comply with the Offnet Usage restrictions, AT&T may, at its option, terminate the CRU's Services, deny access to Services, deny the CRU continued use of other carriers' coverage, or change the CRU's Plan (e.g., to one that imposes usage charges for Offnet Usage). AT&T will provide notice that it intends to take any of the above actions, and, unless AT&T has already done so, Customer may terminate the CRU's Services. In addition, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to any CRU it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage, and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. Customer may be assessed any applicable Cancellation Fees as a result of any termination by AT&T or Customer pursuant to this Section. Similar termination and other rights also may be included in an applicable Service Publication.

### 8. Notice of Administration Fees.

All Participating Agencies are hereby on notice of the following charges being paid by AT&T to NPPGov under the Agreement.

## AT&T Corporate Digital Advantage Pricing Schedule

**8.1 Contract Fees.** Under the Agreement, AT&T is being charged an Administration Fee by NPPGov of 1% (one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

- 9. Custom Offers.** Provided Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §9 (including all sub-sections and Tables), AT&T will provide Customer and its eligible CRUs the following custom offers: (a) the Government Bundles (Voice/Data/Text) described in §9.1 herein (the "Government Bundles"); (b) GOV Pooled Nation Plans described in §9.2; (c) Nation Flat Rate Plan described in §9.3; (d) Enhanced Push to Talk described in §9.4; (e) Texting Plan described in §9.5; (f) Netbooks, Tablets, HotSpots described in §9.6; (g) Business Connect Telemetry Plans described in §9.7; (h) AT&T Global Smart Messaging Suite described in §9.8; (i) AT&T Work described in §9.9; (j) Mobile Remote Access Service Plans\*\*\* described in §9.10; (k) Rave Guardian from AT&T described in §9.11; (l) AT&T Fleet Center for Government Customers described in §9.12; (m) AT&T Fleet Manager and Fleet Driver Center described in §9.13; (n) NetMotion Mobility from AT&T described in §9.14; (o) Box From AT&T described in §9.15; (p) MSS Pro Services described in §9.16; (q) Mobile Device Deployment Services described in §9.17; (r) MobileIron Virtual Smartphone Platform (VSP) from AT&T described in §9.18; (s) MobileIron Virtual Smartphone Platform (VSP) from AT&T described in §9.19; (t) MobileIron Connected Cloud from AT&T described in §9.20; (u) AT&T Mobile Device Management with Airwatch described in §9.21; (v) AirWatch Hosted MDM from AT&T described in §9.22; (w) AirWatch On Premise MDM from AT&T described in §9.23; (x) AT&T MDM described in §9.24; (y) OpenPeak Toggle described in §9.25; (z) 24 Waiver of Activation Fees as described in §9.26; (aa) Waiver of Activation Shipping Fees as described in §9.27; (bb) Waiver of Upgrade Fees as described in §9.28; (cc) AT&T Control Center as described in §9.29 and (dd) bigtincan hub from AT&T as described in section 9.30

### 9.1 Government Bundles (Voice/Data/Text)

Government Bundles (Voice/Data/Text)						
	Bundled GOV Pooled Nation AAL Plan	Add-a-Line	Bundled GOV Pooled Nation 300 Plan	Bundled GOV Pooled Nation 400 Plan	Bundled GOV Pooled Nation 600 Plan	Bundled GOV Pooled Nation 1000 Plan
Monthly Service Charge	\$45.99	19.99	\$48.75	\$49.61	\$61.43	\$73.13
Anytime Minutes	0	0	300	400	600	1000
Included Nights & Weekend Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included	Included	Included
Monthly Service Charge Discount	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Rollover Minutes	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Domestic Data Access	Included	Included	Included	Included	Included	Included
Additional Domestic Data Usage	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Unlimited Text	Yes	Yes	Yes	Yes	Yes	Yes
Tethering	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

## AT&T Corporate Digital Advantage Pricing Schedule

### 9.2 GOV Pooled Nation Plans.

Except as otherwise provided herein, the rates, terms and conditions set forth in AT&T's Business Pooled Nation Sales Information applies to the GOV Pooled Nation Plans.

*Government Nation Pooled Plans	Net Price
*Gov Nation Pooled Anytime 100 & 5000 NW & UNL MTM	\$22.50
*Gov Nation Pooled Anytime 200 & 5000 NW & UNL MTM	\$25.50
*Gov Nation Pooled Anytime 300 & 5000 NW & UNL MTM	\$29.25
*Gov Nation Pooled Anytime 400 & 5000 NW & UNL MTM	\$33.00
*Gov Nation Pooled Anytime 500 & 5000 NW & UNL MTM	\$37.49
*Gov Nation Pooled Anytime 600 & 5000 NW & UNL MTM	\$39.75
*Gov Nation Pooled Anytime 700 & 5000 NW & UNL MTM	\$42.75
*Gov Nation Pooled Anytime 800 & 5000 NW & UNL MTM	\$45.75
*Gov Nation Pooled Anytime 900 & 5000 NW & UNL MTM	\$48.75
*Gov Nation Pooled Anytime 1000 & 5000 NW & UNL MTM	\$52.50
*Gov Nation Pooled Anytime 6000 & 5000 NW & UNL MTM	\$153.75
* Gov Plans were developed specifically for our government customers and are not generally available. Product brochures are not available for pricing review.	

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### 9.3 Nation Flat Rate Plan

	Discount	Net Price
Business Nation Flat Rate Plan	25%	\$ 9.74
Airtime Rate		\$0.15/minute

### 9.4 Enhanced Push to Talk

Enhanced Push to Talk	Net Price
Enhanced Push to Talk - Add on	\$3.00
Enhanced Push to Talk -Standalone (No voice plan)	\$18.99

### 9.5 Texting Plan

Texting Plan	Net Price
Texting/Paging Plans 200 Messages per month are included	\$5.00
Overage Rate	\$ 0.10
Unlimited Text Messaging	\$20.00

## AT&T Corporate Digital Advantage Pricing Schedule

### 9.6 Netbooks, Tablets, HotSpots

Netbooks, Tablets, HotSpots	Net Price
Netbook, Tablet, Data Plans, HotSpot plans Unlimited Data (excluding tethering)	\$39.99

### 9.7 Business Connect Telemetry Plans

	Net Price
1MB Telemetry (PTCJ, PTCA)	\$7.01
2MB Telemetry (PTCK, PTCB)	\$9.35
3MB Telemetry (PTCL, PTCC)	\$10.91
4MB Telemetry (PTCM, PTCB)	\$12.47
5MB Telemetry (PTCN, PTCE)	\$14.03
10MB Telemetry (PTCI)	\$16.37

### 9.8 AT&T Global Smart Messaging Suite

Description	Fixed Rate No further Discounts
Monthly Recurring Charges for access to AT&T Global Smart Messaging Suite includes:	\$1,100/mo
Usage beyond first 15 weeks	\$200/month
Initial Setup Fee: One-time charge includes:	\$2,700
One-time charge per each additional cross-carrier random or vanity short code (U.S. only) acquired by Customer separately or via Soprano Design in addition to the short code leasing fee	\$2,700
Monthly leasing fee for additional AT&T-provided international long codes and additional AT&T-only short codes (U.S.-only), set up included.	\$200/mo
Setup Fee Canadian per Short Code: One-time charge per Canadian random or vanity short code (Canadian only) acquired by Customer separately	\$1,600
Domestic outbound message fees (U.S. and Canada). Tier pricing applies for each domestic outbound message tier	
First 10,000 outbound (mobile terminated) messages monthly	no charge

### AT&T Corporate Digital Advantage Pricing Schedule

10,001 - 100,000 per message monthly	\$0.0575
100,001 - 250,000 per message monthly	\$0.0520
Above 250,000	\$0.0460
International outbound message fee (mobile terminated) per message	\$0.08
Inbound message fee (mobile originated) (domestic and international) per message	\$0.02

#### 9.9 AT&T Work

U.S. Data Plans	Fixed Rate no further discount
300MB	\$15
1GB	\$25
2GB	\$35
3GB	\$40
<b>AT&amp;T Work Data International</b>	Fixed Rate no further discount
Roaming Plans	
120MB	\$30
300MB	\$60
800MB	\$120
<b>AT&amp;T Work Voice</b>	Fixed Rate no further discount
Monthly Recurring Charge per User	\$15

#### 9.10 Mobile Remote Access Service Plans\*\*\*

Mobile Remote Access Service Plans	
MRAS Plans	Fixed Rate no further discount
MRAS VPN only U.S.-based customers. Monthly Service Charge per user device. Unlimited VPN usage	\$10.00
MRAS Wi-Fi only U.S.-based customers. Monthly Service Charge per user device. AT&T Provided Access Points (AT&T Wi-Fi and AT&T Wired Ethernet)	\$20.00

### AT&T Corporate Digital Advantage Pricing Schedule

MRAS VPN and Wi-Fi only U.S.-based customers. Monthly Service Charge per user device. VPN and AT&T Provided Access Points (AT&T Wi-Fi and AT&T Wired Ethernet)	\$25.00
<p>* Limited 4G LTE availability in select markets. LTE is a trademark of ETSI. Claim based on a comparison of U.S. national carriers' average 4G LTE download speeds for Android™ and Windows® smartphones and iPhone® 5. 4G speeds not available everywhere.</p> <p>** Largest based on branded and operated hotspots. Wi-Fi enabled device required.</p> <p>*** The Service Discount (if any) described in your Business Agreement is NOT available with Mobile Remote Access Service plans.</p>	

#### 9.11 Rave Guardian from AT&T

Rave Guardian from AT&T	
Annual License Fee	
Product Tier (FTE's)	Fixed Rate no further discount
Small 0 -5,000	\$10,000
Medium 5,001 - 15,000	\$25,000
Large 15,001 +	\$50,000
Professional Services Fee	\$225/hour

#### 9.12 AT&T Fleet Center for Government Customers

AT&T Fleet Center for Government Customers	
Description	Fixed Rate no further discount
AT&T Fleet Center Track Package with 1-19 units volume. Monthly Recurring Charge per Unit	\$22.00
AT&T Fleet Center Track Package with 20-49 units volume Monthly Recurring Charge per Unit.	\$22.00
AT&T Fleet Center Track Package with 50+ units volume Monthly Recurring Charge per Unit.	\$21.00
AT&T Fleet Center Manage Package with 1-19 units volume Monthly Recurring Charge per Unit.	\$33.00



### AT&T Corporate Digital Advantage Pricing Schedule

AT&T Fleet Center Manage Package with 20-49 units volume Monthly Recurring Charge per Unit.	\$32.00
AT&T Fleet Center Manage Package with 50+ units volume Monthly Recurring Charge per Unit.	\$31.00
AT&T Fleet Center Dispatch Package with 1-19 units volume Monthly Recurring Charge per Unit.	\$39.00
AT&T Fleet Center Dispatch Package with 20-49 units volume Monthly Recurring Charge per Unit.	\$37.00
AT&T Fleet Center Dispatch Package with 50+ units volume Monthly Recurring Charge per Unit.	\$32.00

#### 9.13 AT&T Fleet Manager and Fleet Driver Center

AT&T Fleet Manager and Fleet Driver Center	
AT&T Fleet Manager and Fleet Driver Center	Fixed Rate no further discount
Fleet Manager WT4500 Plug and Play – 2 Minute reporting Special Offer – without Engine Diagnostics. Requires a 24 month term commitment. Requires SKU 4322C – MRM Hardware Special Offer.	\$25.00/unit
Fleet Manager WT4500 Plug and Play – 2 min reporting Special Offer – with Engine Diagnostics. Requires a 24 month term commitment. Requires SKU 4322C – MRM Hardware Special Offer.	\$27.00/unit
<p>Fleet Driver Center Transportation Special Offer includes WT7000H+ and BT Smart Cable.</p> <ul style="list-style-type: none"> <li>- Requires a minimum 2 MB data plan for telemetry</li> <li>- Requires an Android tablet and tablet data plan that is approved for use with this offer</li> <li>- Requires a 36 month term commitment</li> </ul> <p>- Requires SKU 4322C – MRM Hardware Special Offer</p>	\$35.95/unit
<p>Fleet Driver Center Transportation – Monthly SaaS only. All required telemetry and driver display hardware must be purchased separately.</p> <ul style="list-style-type: none"> <li>- Requires a minimum 2 MB data plan for telemetry</li> <li>- Requires an Android tablet and tablet data plan that is approved for use with this offer or one of the available MDT packages as an alternative to the Android tablet and tablet data plan</li> <li>- Requires a 24 month term commitment</li> </ul>	\$23.00/unit
AT&T Fleet Manager Description	Fixed Price no further price discounts
Fleet Manager Winter Operations Seasonal Standby (full standby capability)	\$10.00/unit
Fleet Manager GVT Monthly Service Fee	\$25.00/unit

### AT&T Corporate Digital Advantage Pricing Schedule

Includes: 10 Second Reporting and Vehicle Activity Report by Landmark	
Fleet Manager GVT Winter Operations Monthly Service Fee	
Includes: 10 second reporting, and Winter Operations Report. Minimum 6 MB Data Plan recommended	\$31.00/unit
Fleet Manager Asset Watcher – Asset Watcher Portal Configuration	\$9.00/unit
Fleet Manager Basic – includes maximum 5 minute updates simple track and trace	\$14.00/unit
Fleet Manager GVT Fleet: includes Fleet Manager Basic + Messaging + Job Management features	\$24.00/unit
Fleet Manager GVT Fleet-Pro: includes Fleet Manager Basic + Messaging + Job Management features	\$31.00/unit
Fleet Manager Pro – includes Fleet Manager Basic and Engine Diagnostics	\$19.00/unit
Fleet Manager Transportation: includes Fleet Manager Basic + Messaging + Electronic Forms + Hours of Service + Driver ID features	\$23.00/unit
Fleet Manager Service Fleet: includes Fleet Manager Basic + Messaging + Job Management features	\$24.00/unit
Fleet Manager In-cab Navigation: can be added to Transportation Plan	\$12.00/unit
Fleet Manager Back-office Data Pump – Requires Professional Services for Activation and Setup	\$3.00/unit
Fleet Manager Driver Reporting – can be added to any Plan except for Transportation Plans where they are included. Requires Locator Driver ID Kits when MDT not used.	\$4.00/unit
Fleet Manager Enhanced Speeding Report Against Posted Limits or Road Types	\$1.00/unit
Fleet Manager FLEETCOR® fuel card reporting	\$2.00/unit
Fleet Manager Fuel Tax (IFTA) reporting – output to an external system such as ProMiles™	\$7.00/unit
Fleet Manager Satellite Reporting 12K Data Plan 1st 12 Kbytes Included	\$22.00/unit
Fleet Manager Telemetry – must have ordered Fleet Manager Pro. Charge is for up to 2 Digital Inputs or Outputs and maximum transmission of 500 records per month via Telemetry.	\$3.50/unit

### AT&T Corporate Digital Advantage Pricing Schedule

Fleet Manager 2 Minute Reporting – can be added to any plan to increase record transmission frequency	\$3.50/unit
Fleet Manager Temperature Monitoring – One zone temperature monitoring. Includes 5 minute time based records with temperature plus additional records for upper and lower temperature threshold crossings	\$3.00/unit
Fleet Manager Turn by Turn updates	\$11.00/unit
Accessory	Fixed Price no further price discounts
P3PP-AFMWT-03-09-0158-00, Cable – Smart Cable for WT7000 H+ – WT0150A	\$90.00/unit
P3PP-AFMWT-03-04-0026-00, Temperature Sensor Kit for WT 7000H+ / WT 2250	\$106.00/unit
P3PP-AFMWT-03-09-0171-00, MDT3500 Audio Kit	\$50.00/unit
P3PP-AFMWT-03-05-0006-00, Bluetooth Dongle	\$150.00/unit
P3PP-AFMWT-03-09-0160-00, Blue Tooth – Smart Cable – WT-0150B	\$150.00/unit
P3PP-AFMWT-03-20-0013-00, Garmin Cable	\$115.00/unit
P3PP-AFMWT-03-04-0019-00, WT1900 (Iridium Satellite Modem with Dual Mode Cell Switching	
W/Iridium mag antenna) for WT7000	\$900.00/unit
P3PP-AFMWT-03-04-0061-00, Optional OBD Gateway Connector Light Duty Vehicle	
Diagnostics for use with 5000, 6000 and 7000 locators	\$150.00/unit
P3PP-AFMWT-03-01-0001-00, Panic button – hardwired (hardwired to the vehicle) –	
for WT7000	\$30.00/unit
Accessory MDM	
P3PP-AFMWT-70-03-0015-00, Ram Mount Kit – MDT 3500 / MDT 3200	\$45.00/unit
P3PP-AFMWT-70-14-0009-00, SD Card – Map Data for Nav	\$45.00/unit
P3PP-AFMWT-03-04-0004-00, Locator Driver ID Button & Holder ONLY (no Reader) –	\$10.00/unit
for WT7000	
P3PP-AFMWT-04-03-00010, Standard Forms software – for MDT2000CE-X or MDT3100	\$12.00/unit
Accessory Bundle	
P3PP-AFMWT-03-09-0174-00, WT 3500 Bundle with GPS Locator – Rugged Portable	\$1,399.00/unit

**AT&T Corporate Digital Advantage Pricing Schedule**

P3PP-AFMWT-03-09-0182-00, WT 3200 Bundle with GPS Locator – Fixed Mounted	\$919.00/unit
P3PP-AFMWT-03-09-0168-00, MDT3500 Kit Rugged MDT – Portable	\$1,099.00/unit
P3PP-AFMWT-03-09-0175-00, MDT3200 Kit MDT – Fixed Mounted	\$650.00/unit
Accessory Locator	
P3PP-AFMWT-03-03-0004-00, Internal Battery for WT7000	\$35.00/unit
P3PP-AFMWT-03-04-0022-00, Driver LED Visual Feedback for WT7000	\$55.00/unit
P3PP-AFMWT-03-04-0023-00, Locator Driver ID Kit for WT7000	\$40.00/unit
P3PP-AFMWT-03-14-0001-00, Starter Disable Relay Kit for WT7000	\$22.00/unit
P3PP-AFMWT-03-01-0005-00, Trailer Door Sensor (Wide Gap) for WT7000	\$50.00/unit
Activation and Setup	
P3PP-AFMWT-05-01-0010-00, Activation – Transportation Plans Activation per vehicle (includes configuration and set up of MDT, Locator, and Portal) – Standard Activation not required if choosing this Activation	\$25.00/unit
P3PP-AFMWT-05-21-0001-00, Activation and Setup – Asset Watcher – required for WT2100 or	\$35.00/unit
WT2110 - Standard Activation not required if choosing this Activation	
P3PP-AFMWT-05-01-0050-00, Activation of Job Management Features – with Government and	\$5.00/unit
Service Fleet Plans	
P3PP-AFMWT-05-01-0077-0005, Webtech Driver Center Software License Activation	\$50.00/unit
P3PP-AFMWT-05-01-0001-00, Activation – Standard Activation per vehicle (includes configuration and set up of Locator and Portal)	\$14.00/unit
Activation and Hardware enabled	
P3PP-AFMWT-05-10-0004-00, Enable Locator – Trip Recorder – Requires WT 7000H+ enabled	\$75.00/unit
P3PP-AFMWT-05-01-0042-00, Enable Accelerometer Option for WT7000/51XX	\$10.00/unit
P3PP-AFMWT-05-01-0004-00, Enable Locator – WT1900 Satellite Modem	\$55.00/unit

# **AT&T Corporate Digital Advantage Pricing Schedule**

P3PP-AFMWT-05-10-0002-00, Enable Locator – J1708/J1939 Heavy Duty Vehicle Diagnostics for WT7000	\$25.00/unit
P3PP-AFMWT-05-10-0007-00, Enable Locator – Vehicle Diagnostics LD	\$25.00/unit
Extended Warranty	
P3PP-AFMWT-09-00-0040-00, MDT 3100 Depot Repair Service – Bronze Plan	\$33.00/unit
P3PP-AFMWT-09-00-0034-00, MDT 3100 Onsite and Depot Repair Service – Gold Plan	\$52.00/unit
P3PP-AFMWT-09-00-0036-00, WT 7000H+ Locator Depot Repair Service BRONZE – Plan each additional year	\$24.00/unit
P3PP-AFMWT-09-00-0030-00, WT 7000 H + Gold Plan – Onsite and Depot Repair Service Plan for each additional year	\$37.00/unit
Flex – SatDat overage	
P3PP-AFMWT-SATFLEX, Flex – SatDat overage	\$1.75/Kbyte
Hardware – Asset Watcher	
P3PP-AFMWT-01-01-0032-00, WT 2200 Long Life Battery Asset Watcher – 6 Hour Reporting (TTU-700) expected useful of 18 months – 3G Device	\$315.00/unit
P3PP-AFMWT-01-01-0032-01, WT 2200 Long Life Battery Asset Watcher –12 Hour Reporting (TTU-700) expected useful of 3 1/2 years – 3G Device	\$315.00/unit
P3PP-AFMWT-01-01-0032-02, WT 2200 Long Life Battery Asset Watcher – 24 Hour Reporting (TTU-700) expected useful of 7 years – 3G Device	\$315.00/unit
P3PP-AFMWT-01-01-0031-00, WT 2250 Powered Trailer & Asset Watcher – 5 Minute Reporting (TT-2820) – up to six month rechargeable battery – 3G Device	\$250.00/unit
P3PP-AFMWT-01-01-0031-01, WT 2250 Powered Trailer & Asset Watcher – 15 Minute Reporting (TTU-2820) – up to six month rechargeable battery – 3G Device	\$250.00/unit
Hardware Special Offer	
MRM Hardware Special Offer (only uses with matching Special Offer SOCs that require a term commitment)	\$1.00/unit

### AT&T Corporate Digital Advantage Pricing Schedule

Install	
P3PP-AFMWT-05-02-0015-00, Install Locator Option – Vehicle Diagnostics – JBUS J1587, CANBUS J1979 and J1939	\$35.00/unit
P3PP-AFMWT-05-02-0014-00, Install Locator Option – Vehicle Diagnostics OBDII	\$35.00/unit
P3PP-AFMWT-05-02-0018-00, Install Locator Option – Hard wired Panic Button	\$15.00/unit
P3PP-AFMWT-05-02-0022-00, Install Locator Option – Vehicle Disable Kit	\$60.00/unit
P3PP-AFMWT-05-02-0026-00, Install Locator Driver ID Kit	\$30.00/unit
P3PP-AFMWT-05-02-0032-00, Install Locator Temperature Monitoring Kit (first zone)	\$85.00/unit
P3PP-AFMWT-05-02-0033-00, Install Locator Temperature Monitoring Kit (additional zones per zone)	\$42.00/unit
P3PP-AFMWT-05-02-0023-00, Install Locator Option – Telemetry: In cab (per connection)	\$90.00/unit
P3PP-AFMWT-05-02-0024-00, Install Locator Option – Telemetry: External to cab (per connection. Includes up to 3m cable run)	\$150.00/unit
P3PP-AFMWT-05-02-0025-00, Install Locator Option – Telemetry cables over 3m (per 3m run)	\$35.00/unit
P3PP-AFMWT-05-02-0036-00, Install Locator – Accelerometer Option – Hard Mount & Calibration (for WT7000E only)	\$60.00/unit
P3PP-AFMWT-05-02-0037-00, Install Locator – Driver LED Visual Feedback (requires WT7000E and Accelerometer) – Dash Mounted	\$30.00/unit
P3PP-AFMWT-05-02-0019-00, Install Locator Option – Iridium (WT1900) same time as Locator	\$130.00/unit
P3PP-AFMWT-05-02-0013-00, Install – Antenna – Roof Mount	\$35.00/unit
P3PP-AFMWT-05-02-0007-00, Install MDT Dash mount (at same time as Locator)	\$75.00/unit
P3PP-AFMWT-05-02-0010-00, Install – Trailer – Metal	\$200.00/unit
P3PP-AFMWT-05-02-0029-00, Install – Door Open Switch	\$100.00/unit
P3PP-AFMWT-05-02-0034-00, Install – Trailer – Flatbed	\$285.00/unit
P3PP-AFMWT-PSCI-FLEX, Professional Services – Custom Install FLEX CHARGE	\$100/hour

**AT&T Corporate Digital Advantage Pricing Schedule**

P3PP-AFMWT-05-02-0088-00, Government Installation – Standard	\$190.00/unit
P3PP-AFMWT-05-02-0001-00, Standard Locator Install (WT5000L/6000E/7000E)	\$100.00/unit
P3PP-AFMWT-05-02-0002-00, Installation – Telemetry Basic	\$140.00/unit
P3PP-AFMWT-05-02-0005-00, Installation – Telemetry Enhanced	\$199.00/unit
P3PP-AFMWT-01-01-0028-00, WT7000H+ – Locator with 3G HSPA modem. Includes: accelerometer, CANBUS, J1708, 2 serial ports, stubby antenna, GPS long antenna, mounting bracket, and 6.2 power/data cable	\$310.00/unit
Locator	
P3PP-AFMWT-01-33-3309-00, WT9000H Bundle – Includes: WT9000 locator, Power Cable, Fuses and DB-44 Harness, Antenna and Spreader Cable	\$550.00/unit
P3PP-AFMWT-01-01-0030-00, WT 4500 Plug and Play – 2 Minute Reporting (LMU3000) 3G Device	\$245.00/unit
P3PP-AFMWT-70-06-0042-00, Road Vault Replacement Cables – for WT5000L	\$35.00/unit
Locator Option	
P3PP-AFMWT-03-09-0169-00, Driver ID Kit - HID Card Reader – WT5130/7000 H+	\$200.00/unit
MDT Option	
P3PP-AFMWT-SOE-FLEX, Special Order Equipment – FLEX CHARGE	As Specified
Pro Services	
P3PP-AFMWT-05-09-0006-00, Data Pump Development Kit and Operations Support – One-time fee. Data pump simulator, documentation and sample codes, 2.5 days of implementation support and 4 hours of technical support.	\$5,700.00/occurrence
P3PP-AFMWT-PS-FLEX, Professional Services – FLEX CHARGE	\$200/hour
P3PP-AFMWT-05-05-0004-00, Level 1 Support & Project Coordination – Hourly Rate	\$150.00/hour
P3PP-AFMWT-05-05-0012-00, Level 2 Support and Project Management	\$200.00/hour
P3PP-AFMWT-05-05-0015-00, Level 3 Support and Engineering	\$225.00/hour
Training	

### AT&T Corporate Digital Advantage Pricing Schedule

P3PP-AFMWT-05-05-0024-00, Install Qualification Training For Customers Installers – Delivered on-line	\$575.00/occurrence
P3PP-AFMWT-PST-FLEX, Professional Service – Training – FLEX CHARGE	\$200/hour
P3PP-AFMWT-05-06-0006-00, Introduction to Quadrant – Delivered on-line	\$550.00/occurrence
P3PP-AFMWT-05-06-0007-00, 1 day Certified Quadrant System Admin training – Delivered on-site up to 10 people (does not include Travel or Lodging expenses)	\$4,400.00/occurrence

#### 9.14 NetMotion Mobility from AT&T

NetMotion Mobility from AT&T								
Perpetual Pricing (for less than 1,000 licenses)								
	Platform				Platform			
Number of Licenses	Windows				Android & iPad, iPhone, and iPod touch devices (running iOS v7.1 and later)			Additional Servers
Per License	Cost	Policy	NAC	Analytics	Cost	Policy	Analytics	
25 – 99	\$200	75	\$20	\$20	\$200	\$75	\$20	\$5,000
100 – 249	\$145	65	\$15	\$15	\$145	\$65	\$15	\$5,000
250 – 499	\$135	60	\$15	\$15	\$135	\$60	\$15	\$5,000
Per License	\$125	55	\$15	\$15	\$125	\$55	\$15	\$5,000

Perpetual Pricing 1,000+ licenses								
	Platform				Platform			
Number of Licenses	Windows				Android & iPad, iPhone, and iPod touch devices (running iOS v7.1 and later)			Additional Servers
Per License	Cost	Policy	NAC	Analytics	Cost	Policy	Analytics	
First 1000	\$105	\$45	\$10	Included	\$105	\$45	Included	Included
1000 plus	\$55	\$65	\$15	Included	\$55	\$45	Included	Included



# **AT&T Corporate Digital Advantage Pricing Schedule**

<b>Maintenance for Perpetual Licenses</b> NetMotion Mobility from AT&T also provides a tiered maintenance plan when multi-year terms are purchased.	<b>Net Price - No Further Discounts</b>	<b>Net Price - No Further Discounts</b>
Term	Standard	Premium
1 Year	5%	25%
2 Years	14%	22%
3 Years	13%	20%

<b>Subscription Pricing</b>	<b>Net Price - No Further Discounts</b>	<b>Net Price - No Further Discounts</b>	
Number of Licenses	Windows Includes: NetMotionMobility from AT&T + Policy, NAC and Analytics Module Addition Servers for Fall over and Load Balancing Manteca & Support	Android & iPad, iPhone and iPod touch devices Includes: NetMotionMobility from AT&T + Policy, NAC and Analytics Module Addition Servers for Fall over and Load Balancing Free Upgrades, Maintenance & Support	Additional Servers For all Failover, Load Balancing and Scalability
25-99	\$20/month	\$20/month	Included
100-249	\$15/month	\$15/month	Included
250-499	\$14.25/month	\$14.25/month	Included
500-999	\$13.25/month	\$13.25/month	Included
1000+	\$9.50 Per month	\$9.50 Per month	Included

<b>NetMotion Suite Subscription Pricing</b>	
	Net Price - No further discounts Includes: NetMotion Mobility form AT&T + Policy, NAC & Analytics Modules Locality Additional Servers for Fall over and Load Balancing Free Upgrades, Maintenance & Support
Number of Licenses	
25-99	\$24/month
100-249	\$19/month
250-499	\$18/month
500-999	\$17/month
1,000 +	\$12.50/month

## AT&T Corporate Digital Advantage Pricing Schedule

<b>Netmotion Professional Services</b>		
Sure Start Express	\$2,000	Up to 8 hr services to remotely install, configure and deploy NetMotion
Sure Start On-site	\$5,000	Up to 8 hrs on-site installation, configuration and training assistance and up to 2 hours of pre-deployment consultation (via phone/email)
Sure Check	\$2,000	For existing implementations, a systems review and audit to confirm you're operating at optimal levels
Advanced Authentication	\$ Custom	Full turnkey solution tailored to your environment. Advanced Authentication Assistance provides a dedicated professional services engineer to work with you and help ensure your current implementation and data deployment is highly secure, reliable and set up with the highest available level of advanced authentication.

### 9.15 Box From AT&T

Box From AT&T	
Volume Tier Monthly Price per Licensed Seat	Net Price No Discount
<b>Business</b>	
min 3 to max 100 Seats	\$ 15.00
min 101 to max 500 Seats	\$ 14.25

<b>Enterprise</b>	
min 3 to max 100 Seats	\$ 25.00
min 101 to max 500 Seats	\$ 22.50
min 501 max 1000 Seats	\$ 21.25

<b>Enterprise Unlimited</b>	
min 3 to max 100 Seats	\$ 35.00
min 51 to max 250 Seats	\$ 30.00
min 251 to max 500	\$ 26.25
min 501 max 1000 Seats	\$ 22.75
min 1001 to max 2500 Seats	\$ 21.00

Box Professional Services	Quick Start	Smart Start	Full Start Standard
Target Customer	<75 Users	75-300 users	> 300 Users
Price	\$1,000	\$4,000	\$30,000

## AT&T Corporate Digital Advantage Pricing Schedule

### 9.16 MSS Pro Services

Mobility Solutions Services		
		Net Price No Further Discount
Resource	Description	Hourly Rate
Project Manager	Manages project logistics, project team, and solution delivery	\$175
Architect	Solution architecture, application, and integration design	\$175
Senior SW Developer	Leads software application and integration development	\$150
SW Developer Analyst	Analyst for software application and integration development	\$90
Quality Assurance	Software functional unit and system testing	\$125

### 9.17 Mobile Device Deployment Services

Mobile Device Deployment Services			
	Net Price No Further Discount	Net Price No Further Discount	Net Price No Further Discount
Components of Mobile Device Deployment Packages	Bronze	Silver	Gold
Maximum Application Downloads (free applications only from App Store or any applications from MDM/MAM profile)	\$5	\$8	\$11
Device Configuration (Gold Image, # of user profiles)	\$2	\$3	\$4
Accessories or Collateral (# of items kitted)	\$1	\$2	\$3

## AT&T Corporate Digital Advantage Pricing Schedule

Description	Price
Deployment Setup Fee Includes customer onboarding, project management, gold image processing, device setup in advance exchange and warranty data base – one time charge per device type or gold image	\$1,500

Staging Service – per device one time	
Gold	\$65
Silver	\$55
Bronze	\$45

Warranty 1 year – per device per year	
Tablet	
iPhone	\$60
Smartphone	\$65
Netbook	\$60

Advanced Exchange – per device per year	
Smartphone and Tablet	\$20
Rugged Devices	\$35

### 9.18 MobileIron Virtual Smartphone Platform (VSP) from AT&T

MobileIron Virtual Smartphone Platform (VSP) from AT&T			
VSP Provides the Following Features			
Subscription	\$4 per month per subscriber (includes maintenance)		
Perpetual	One time \$75 per user (+\$15 per user annual maintenance)		
Bundle Features & Pricing			
	Silver	Gold	Platinum
VSP License	•	•	•
Sentry	•	•	•
Apps @ Work	•	•	•
AppConnect		•	•
Docs@Work		•	•
Web@Work		•	•
Help@Work			•

# **AT&T Corporate Digital Advantage Pricing Schedule**

Tunnel			.
Perpetual License Pricing			
Kerberos Proxy			.
Device License	\$75	\$100	\$125
User License (max 3 devices)	\$110	\$150	\$190
Standard Support	\$15/device	\$20/device	\$25/device
	\$22/user	\$30/user	\$38/user
Premium Support	\$17.25/device	\$23/device	\$28.75/device
	\$25.30/user	\$34.50/user	\$43.70/user
Subscription License Pricing			
Device License			\$7
User License (max 3 devices)			\$10
User License (max 3 devices)			\$10

# **AT&T Corporate Digital Advantage Pricing Schedule**

## **9.19 MobileIron Virtual Smartphone Platform (VSP) from AT&T**

(REQUIRED) MDM Software Installation and Configuration Services \$3500	Two Day Remote Engagement for Microsoft Exchange Installations.
(OPTIONAL) Installation of One Additional MobileIron Sentry \$995	
(OPTIONAL) MDM Readiness Workshop \$2100	
(OPTIONAL) MobileIron Health Check \$1750	
(OPTIONAL) MobileIron Administrator Training \$1500	
(OPTIONAL) High Availability – VSP: \$6000	

NRC		Price
RTL.41057	MSS MDM Add-On	\$1,750
	SCEP SVR Install	

# AT&T Corporate Digital Advantage Pricing Schedule

## 9.20 MobileIron Connected Cloud from AT&T

### MobileIron Connected Cloud from AT&T

0% Discount

Description of Charge	Monthly Charge Per License
EMM Platinum Bundle with ASD 9x5 Support included - Per Device	\$7.00
EMM Platinum Bundle with ASD 9x5 Support included - Per User	\$10.00
EMM Gold Bundle with ASD 9x5 Support included - Per Device	\$5.50
EMM Gold Bundle with ASD 9x5 Support included - Per User	\$8.00
EMM Silver Bundle with ASD 9x5 Support included - Per Device	\$4.00
EMM Silver Bundle with ASD 9x5 Support included - Per User	\$6.00
Other bundles and upgrade options are available.	

(REQUIRED) MDM Software Installation and Configuration Services	\$3,500
(REQUIRED) AT&T MSS Managed Services Application Service Desk (ASD)*	Individual Case Basis
(OPTIONAL) MDM Readiness Workshop	Individual Case Basis
(OPTIONAL) MobileIron Health Check	Individual Case Basis
(OPTIONAL) Installation of One Additional MobileIron Sentry	Individual Case Basis

## AT&T Corporate Digital Advantage Pricing Schedule

### 9.21 AT&T Mobile Device Management with Airwatch

AT&T Mobile Device Management with Airwatch	
Solution	Price
<b>Shared Hosted   Device-Based</b>	
Green	\$ 4.25
Orange	\$ 5.00
Blue	\$ 5.25
Yellow	\$ 9.17
<b>Shared Hosted   User-Based</b>	
Green	\$ 8.50
Orange	\$ 10.00
Blue	\$ 12.50
Yellow	\$ 18.33

#### **AirWatch Hosted Pro Services:**

*Basic* - \$1000 (+\$500 for ASD On-Boarding): Includes ACC/LDAP Integration

*Premium* - \$3,500 (+\$500 for ASD On-Boarding): Required for SEG Implementation

*Premium Plus* - \$5,000 (+\$500 for ASD On-Boarding): Includes a MAG, MCM Config/Training, Browser Config

MAG install - \$1,000 (optional)

<b>On-Premise   Device-Based</b>	
Green	\$ 3.25
Orange	\$ 4.00
Blue	\$ 5.25
Yellow	\$ 8.17

#### **AirWatch On-Premises Pro Services:**

*Basic* - \$2,000: Includes ACC/LDAP Integration

*Premium* - \$3,500: Required for SEG Implementation

*Premium Plus* - \$7,500: Includes a MAG, MCM Config/Training, Browser Config

MAG install - \$1,000 (optional, but required for MCM)



# AT&T Corporate Digital Advantage Pricing Schedule

## 9.22 AirWatch Hosted MDM from AT&T

AirWatch Hosted MDM from AT&T	
(REQUIRED) MDM Software Installation and Configuration Services Price \$3,500 (one-time charge)	
(REQUIRED) AT&T MSS Managed Services Application Service Desk (ASD)	
Silver Application Service Desk	\$0.75/device/month
Gold Application Service Desk	\$1.50/device/month
Platinum Application Service Desk	\$2.50/device/month
(OPTIONAL) MDM Readiness Workshop \$2,100 (one-time charge)	\$2,100 (one-time charge)
(OPTIONAL) MDM Health Check \$1,750 (one-time charge)	\$1,750 (one-time charge)
(OPTIONAL) Installation of One Additional AirWatch SEG \$995 (one-time charge)	\$995 (one-time charge)

## 9.23 AirWatch On Premise MDM from AT&T

AirWatch On Premise MDM from AT&T	
(REQUIRED) MDM Software Installation Services	Price = \$3,500
(OPTIONAL) MDM Readiness Workshop Price	\$2,100
	\$3.25 per month per subscriber
	\$50 perpetual (+\$10 annual maintenance Fee)

# AT&T Corporate Digital Advantage Pricing Schedule

## 9.24 AT&T MDM

AT&T MDM	
Required	Price
Required AT&T MDM Licenses (Foundation SOC)	\$3.25/month per user
- Subscription license MRC	
- Bundled with 9x5 ASD	
- User based pricing (up to 3 devices)	
- 24 month term	
Required AT&T Application Service Desk	Onboarding - \$500.00
- Billed as a NRC	
Optional	Price
Optional Configuration and Training	Start Up - \$500;
- Billed as a NRC	Start Up Plus- \$3,500
Optional Upgrade to 24x7 Support	\$1.10/month per user
- Billed as MRC	
- Added to MDM License price	
Optional Upgrade SOC's for additional features	\$3.25 per feature package per month per user
- Billed as MRC	

## 9.25 Open Peak Toggle

OPEN PEAK Toggle			
	OpenPeak Toggle Basic	OpenPeak Toggle Premium	OpenPeak Toggle MDM
Per User Monthly Recurring Charge	\$5.00/month	\$5.00/Month	\$1.20/month

	OpenPeak Toggle Basic	OpenPeak Toggle Premium	OpenPeak Toggle MDM
Optional Customer Support Package 7 x 24 x 365	\$1.10/user	\$1.10/user	\$1.10/user

Training Package	One-Time Non-Recurring Charge	
	AT&T and Customer Confidential Information Page 27 of 29	Version 11-A

### AT&T Corporate Digital Advantage Pricing Schedule

*OpenPeak Toggle Essentials Installation, Configuration and Training	\$1,200.00
Gateway Configuration and Training	\$600.00
Application-Level VPN Training	\$500.00
OpenPeak Toggle Premium Configuration and Training	\$500.00
OpenPeak Toggle MDM Implementation and Training	\$500.00

**9.26 Waiver of Activation Fees.** During the initial term of this Agreement, AT&T will waive the \$36 start of service charge (also known as the "Activation Fee") with respect to Customer's eligible CRUs activating new Service on available Voice Service Plans with an MSC of \$39.99 or higher, and Wireless Data Service Plans with an MSC of \$39.99 or higher listed at the "Plans" page of the Program Website

**9.27 Waiver of Shipping Fees.** During the initial term of this Agreement, AT&T will waive standard shipping fees with respect to Customer's Equipment purchases for CRUs. The shipping carrier used will be at AT&T's sole discretion.

**9.28 Waiver of Upgrade Fees.** AT&T will provide the Equipment Discount to CRUs on Equipment upgrades if that CRU: (a) is currently active on Service; and (b) has been active on Service for the previous eighteen (18) consecutive months. CRUs are eligible to upgrade a second time if they remain active on service for an additional eighteen (18) months after the first upgrade. AT&T will only ship Equipment with active Service. No other rebates or promotions apply. Equipment Upgrade are not available to IRUs.

#### 9.29 AT&T Control Center

AT&T Control Center Mandatory charges		
Account set up, custom APN set up, and one (1) hour of online training.	One time per	\$500
SIM fee	Per SIM	\$2
Activation fee	Per device	\$2

AT&T Control Center – additional/optional connectivity options and charges		
Custom dynamic APN set up Creation of custom APN – dynamic private IP addressing. Requires VPN.	One time per APN	\$500
Custom static IP APN set up Creation of custom APN – static private IP addressing. Requires VPN.	One time per APN	\$1,000
SMPP Bind Set up cost for SMPP Bind to provide for SMS connectivity. Includes connectivity to redundant SMSC gateways. Requires	One time per SMPP Bind	\$500

### AT&T Corporate Digital Advantage Pricing Schedule

CPE VPN set up -rack mount routers VPN set up that includes two (2) Cisco 891 rack mountable routers configured with redundant VPN tunnels.	One time per VPN	\$2,995
COAM (customer owned and maintained) VPN set up 2 Customer owned and maintained VPN implementation. Must be Cisco model 891 configured with redundant VPN tunnels. 3 Must be configured with company supplied configuration and allow remote management and monitoring. 4 Includes 10 hours of set up time. Additional time billable at hourly rate of \$250. 5 Customer must supply and maintain hardware.	One time per VPN	\$1,995

### 9.30 bigtincan hub from AT&T

bigtincan hub from AT&T		
Software License Users (Tiers)	Standard bigtincan hub Monthly (Per User)	Standard bigtincan hub Subscription (Per User) (1 Year up-front)
1 - 99	\$12.50	\$127.50
100 - 499	\$12.50	\$122.40
500 - 2499	\$12.50	\$114.75
2500 - 4999		\$107.10
5000 - 9999		\$91.80
10000+		\$76.50

Service	Optional/ Required	Price	Frequency
Gold end user support. Dedicated, assigned support person maximum 60 hours support per quarter	Optional	\$50,000	Per Year
Cloud configuration and setup	Required	\$2,500	One-Time
On-Prem btc dashboard server, includes licensing	Optional	\$8,000	Per Server/ Per Year
MS SharePoint Integration	Optional	\$250	Per-Hour
Other Integration Services	Optional	\$250	Per-Hour

Exhibit B

**PARTICIPATION AGREEMENT COVER PAGE**

SELLER: AT&T Corp.  
CONTRACT NUMBER: AS10296  
NPPGov Member ID Number: \_\_\_\_\_

Customer Legal Name ("Participating Agency" or "Customer")	D/B/A	Main Telephone Number	
Street Address	City	State	ZIP Code
Primary Contact Name and Email Address		Primary Contact Telephone Number	
Governmental entity of _____ [Name the State and/or Local Jurisdiction].			

**Agreement:** This Participation Agreement between Participating Agency, on behalf of itself, and AT&T Corp ("AT&T" or "Seller"), on behalf of itself, consists of (a) this Participation Agreement Cover Page, (b) the attached Participation Agreement Standard Terms, and (c) all AT&T materials incorporated by reference in the foregoing, including applicable Attachments found at the Service Publication and the Sales Information (collectively, the "Participation Agreement").

In the event of a conflict or inconsistency between the terms of the Participation Agreement and the terms contained in the Pricing Schedule, the terms of the Pricing Schedule shall prevail.

**By signing below, the parties agree to be bound by the terms and conditions of the Participation Agreement.**

_____ : By (Authorized Signature): _____  Print Name and Title of Person Signing: _____  Date: _____
AT&T Corp, on behalf of itself and its service providing Affiliates:  By (Authorized Signature): _____  Print Name and Title of Person Signing: _____  Date: _____

**ATTACHMENT B**  
**PARTICIPATION AGREEMENT STANDARD TERMS**

SELLER: AT&T Corp.  
CONTRACT NUMBER: AS10296  
NPPGov Member ID Number: \_\_\_\_\_

**1. Address for Notices.** All notices, requests, demands and other communications to Participating Agency required or permitted under this Participation Agreement shall be provided to the address set forth below:

Phone:

Fax:

Attention:

Federal Tax ID:

**2. Recitals.**

**1.1** AT&T and Public Procurement Authority ("PPA") entered into that certain Master Price Agreement dated \_\_\_\_\_ (the "Agreement").

**1.2** Participating Agency is a governmental agency and a "Participating Agency" as defined under the Agreement that wants to obtain Service from AT&T in connection with the Agreement.

**3. Agreement.** In consideration of the recitals set forth in **§2** above, which are hereby re-stated and agreed to by the parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, AT&T and Participating Agency hereby agree to the terms and conditions of (i) this Participation Agreement, (ii) the Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement that Participating Agency has selected in **§4- Pricing Schedules** immediately below, which such selected Pricing Schedules are incorporated herein by this reference, and (iii) the AT&T/Participating Agency Product and Service Agreement Terms attached as Exhibit C to the Master Price Agreement and incorporated herein by this reference. Access to the Master Price Agreement including Exhibit A and Exhibit C is available at NPPGOV.Com. Participating Agency acknowledges and agrees that it has reviewed and understands the terms and conditions of the (a) Participation Agreement Cover Page, (b) this Participation Agreement Standard Terms, (c) the Pricing Schedule(s) attached as Exhibit A to the Master Price Agreement that has been selected, and (d) the AT&T/Participating Agency Product and Service Agreement Terms attached as Exhibit C to the Master Price Agreement. Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement or an attachment thereto, as applicable.

**4. Pricing Schedules.**

Please Check Selected Pricing Schedule	Pricing Schedule	Customer Initials
	<b>Sub-Exhibit A-1: Mobility Services</b>	


5. **Adoption of Agreement.** Participating Agency acknowledges and agrees that it is participating pursuant to the Agreement and that PPA and AT&T may modify the Agreement at any time. Participating Agency acknowledges and agrees that it has no right whatsoever to modify the Agreement including, without limitation, the Pricing Schedule thereto.

6. **Service.** AT&T agrees to provide Service to Participating Agency pursuant to the terms and conditions of the Agreement. By signing this Participation Agreement, Participating Agency acknowledges and agrees that it is liable for all charges incurred hereunder by Participating Agency.

7. **Representations and Warranties.** Participating Agency hereby represents and warrants that (i) it is a member in good standing of NPPGov and will provide AT&T with verification of such membership upon reasonable request, and/or (ii) it is a governmental agency and will provide AT&T with verification of such status upon reasonable request. Participating Agency also hereby represents and warrants that it is not a non-profit entity as that term is defined by United States Tax Code; provided, however, that Volunteer Fire Departments organized and established pursuant to all applicable state and local laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction are eligible to receive Products and Services under this Participation Agreement and shall be treated as Participating Agencies for all purposes herein.

8. **Term.** The term of this Participation Agreement will run concurrently with the term of the Pricing Schedule. In the event the Agreement is terminated prior to the expiration of the Pricing Schedule, the term of this Pricing Schedule shall continue through the term identified in the Pricing Schedule.

9. **Default and Termination of Participation Agreement.**

9.1 **Participating Agency Default; Termination by AT&T.** Participating Agency agrees that it will be an event of default hereunder if: Participating Agency is no longer a Participating Agency under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement.

10. **Liability.** AT&T SHALL HAVE NO LIABILITY FOR ANY SERVICE INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS THAT LAST LESS THAN 24 HOURS.

11. **Infringement.** AT&T WILL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS PARTICIPANT FROM AND AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON EQUIPMENT AND/OR SUPPLEMENTAL SERVICES FURNISHED UNDER THIS ACDA PRICING SCHEDULE.

12. **Financial Responsibility.** Participating Agency must pay for all charges incurred under the Participation Agreement.

13. **Invoicing Options.** See the Pricing Schedule and the AT&T/Participating Agency Master Agreement Terms.

14. **Termination/Cancellation Fee.** See the Pricing Schedule and the AT&T/Participating Agency Master Agreement Terms.

15. **Good Faith Cooperation.** With respect to all marketing responsibilities set forth herein, Participating Agency

and AT&T agree to cooperate in good faith to assist AT&T in achieving its Service marketing goals, including but not limited to making Participating Agency's employees aware of the available discounts offered under this Participation Agreement.

**16. Resale and Other Prohibited Uses.** Participating Agency is not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

**17. Consent to Disclosure.** Participating Agency consents to the disclosure by AT&T to PPA of information regarding Participating Agency's involvement and Services under this Participation Agreement, the amount of revenue received by AT&T as a result of Participating Agency's participation under the Agreement, and such similar information arising in connection with the Agreement.



**EXHIBIT C**  
**AT&T/PARTICIPATING AGENCY PRODUCT AND SERVICE AGREEMENT TERMS**

**1. INTRODUCTION**

**1.1 Overview of Documents.** This AT&T/Participating Agency Product and Service Agreement Terms is part of the Participation Agreement and shall apply to all products and services AT&T provides Customer pursuant to the Participation Agreement ("Services") and shall continue in effect so long as Services are provided under the Participation 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 Master Agreement. 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/service\\_publications](http://att.com/service_publications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (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/service\\_publications](http://att.com/service_publications) or other locations AT&T may designate.

**1.2 Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this AT&T/Participating Agency Product and Service Agreement Terms; 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(b) (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 and its Users, 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. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

**2.2 AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

**2.3 Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

**2.4 License and Other Terms.** Software, Purchased Equipment and Third-Party Services 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, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

### **3. CUSTOMER'S COOPERATION**

**3.1 Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. 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.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

**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.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

### **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, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, 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) 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.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

**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. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). 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. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

**4.5 Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially 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 invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

**4.6 Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

**4.7 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 pay 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.

**4.8 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 4.8 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 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**

**5.1 Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

**5.2 Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such

disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will 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 collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

## **6. LIMITATIONS OF LIABILITY AND DISCLAIMERS**

### **6.1 Limitation of Liability.**

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
  - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
  - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** 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 Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

**6.4 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.

**6.5 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 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 Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (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.

**7.2 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 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

**7.3 Infringing Services.** Whenever AT&T is liable under Section 7.1, 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.

**7.4 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.

**7.5** AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

## **8. SUSPENSION AND TERMINATION**

**8.1 Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

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

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may 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 receipt of 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.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (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 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

**8.3 Effect of Termination.**

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (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 or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will 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, 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) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or 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.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

### 10.6 **Assignment and Subcontracting.**

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer

for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

**10.7 Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

**10.8 Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

**10.9 Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (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.

**10.10 Notices.** Any required notices under this Agreement shall be in writing and 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). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

**10.11 Governing Law.** This Agreement will be governed in accordance with the laws of the State where the Participating Agency is located, organized and established pursuant to all applicable state and local laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction, without regard to the governing state's conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

**10.12 Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

**10.13 No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

**10.14 Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

**10.15 Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

**10.16 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

## **11. DEFINITIONS**

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

**"API"** means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

**"AT&T Software"** means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

**"CRU" and "Corporate Responsibility User"** mean an Employee receiving Service under Customer's account.



**"CRU Term"** means, with respect to each CRU, a Service term of two, one, or zero years selected by a CRU or Customer on behalf of such CRU. The CRU Term begins on the date the corresponding CRU is (a) activated on AT&T Mobile Services or (b) upgraded to new Equipment (with or without a migration to a different Plan) under this Agreement.

**"Customer Personal Data"** means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

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

**"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."

**"Equipment Discount"** means a discount on select Equipment found at the Program Website, as described in this Program Description.

**"Employees"** means Customer's or its Affiliates current, validated personnel receiving Federal W-2 or K-1 tax treatment. As used herein, "Employees" shall include lawfully documented volunteer firefighters for Volunteer Fire Departments that are members of NPPGov and organized and established and operating pursuant to all applicable state and local laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

**"End Users"** means CRUs and IRUs, collectively.

**"IRU" and "Individual Responsibility User"** mean an Employee receiving Service under an individual account in accordance with the Sponsorship Program.

**"IRU Service Agreement"** means a separate two-year agreement between an IRU and AT&T for Service, Equipment and related matters.

**"MARC-Eligible Charges"** means the recurring and usage charges (including amounts calculated from unpaid charges that are 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.

**"Monthly Service Charge"** means a Plan's monthly wireless access charges (i.e., the set fee charged monthly for use of a particular Plan).

**"Monthly Volume"** means the monthly volume of Qualified Charges for purposes of determining the Service Discount.

**"Non-Qualified Charges"** refers to the following charges: (a) charges for long distance service, (b) all charges for local landline interconnect, toll services and other charges arising from or related to wireless operators providing long distance service, (c) monthly access charges related to AT&T's abbreviated dialing code product, (d) all charges for Equipment, (e) roaming charges when not using AT&T's wireless network, (f) charges for other goods and services that Customer, a CRU and/or an IRU authorizes to be charged through the wireless bill; (g) shipping and handling charges; (h) all Taxes; and (i) all other charges not described as "Qualified Charges" herein.

**"Purchased Equipment"** means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

**"Qualified Charges"** refers to the following undiscounted Service charges: (a) one-time charges for AT&T Mobile Services activation and conversion, (b) the Monthly Service Charge, (c) home wireless usage charges, (d) roaming charges incurred by Numbers provisioned from AT&T Markets while roaming in other AT&T Markets and using AT&T's wireless network, (e) charges for detail billing, (f) charges for tethering when using AT&T's wireless network, (g) charges for additional wireless service features such as voice mail when using AT&T's wireless network, but excluding enhanced features such as directory assistance or fee-based information services, and (h) monthly recurring access charges for qualified Supplemental Services identified at [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms) from time to time.

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

**"Service Discount"** means a monthly discount on eligible AT&T Mobile Services, applied to an End User's Monthly Service Charges as described in this Program Description.

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

**"Service Revenue"** means revenue from Qualified Charges realized by AT&T.

**"Site"** means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

**"Software"** means AT&T Software and Vendor Software.

**"Term Year"** means any year of the term of the Agreement, including any renewal year.

**"Third-Party Service"** means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

**"Vendor Software"** means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.