

**GEORGIA TECHNOLOGY AUTHORITY
ENTERPRISE AGREEMENT FOR
SERVICES AND DEVICES TO PROVIDE THE SERVICE
Appendix H to RFP 9800-GTA794**

This Agreement is made by and between the **Georgia Technology Authority** and AT&T Mobility National Accounts LLC., whose principal place of business is located at 2180 Lake Blvd. NE Suite 8B56, Atlanta, GA 30319 (hereinafter referred to as "Contractor"). The Effective date is December 30, 2013.

1. **Scope of Services.** Contractor agrees to provide to GTA and to the procuring Agencies the "Services" and associated "Devices" necessary to provide the "Services", as described in the Request for Proposal Number 9800-GTA794, soliciting proposals for Wireless Communication Devices and Services ("RFP") and the Contractor's Proposal in response thereto. As referred to in this Agreement "Agencies" shall include any and all State of Georgia entities, including but not limited to, departments, agencies, authorities, commissions, boards, college and universities, counties, cities, townships and other political subdivisions of the State. The contractual relationship between Contractor and GTA shall be governed by the following order of precedence: (i) the Contractor's Proposal (excluding any sample agreements attached to such Proposal); (ii) the provisions of this Agreement, including all exhibits attached hereto and incorporated into this Agreement; (iii) the RFP (excluding any sample agreements attached to such RFP); and (iii) No objection or amendment by Contractor to the RFP requirements or to the sample agreement attached to such RFP shall be incorporated by reference in this Agreement unless GTA has accepted such objection or amendment in writing. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void; and (iv) the Rules of the GTA, which are incorporated herein by reference. Agencies will be required to execute and Agency Agreement of a form acceptable to GTA and Contractor before Services and devices may be provided under this Agreement. A sample of such an Agency Subscription Agreement is attached to this Agreement as Attachment C.
2. **Agency Ordering.** From time to time an Agency may issue a Purchase Order or other purchase instrument for a purchase of Services, Devices and other Equipment Services, provided hereunder, which purchase instrument shall refer to, incorporate by reference and be subject to the pricing, terms and conditions of this Agreement. Contractor agrees to provide to each ordering Agency the Services and/or Devices and other Equipment, in the same manner as it would provide same to GTA, and in such event, the Agency shall be responsible for complying with all the terms and conditions of this Agreement that are applicable to GTA hereunder. Contractor shall invoice each Agency separately and each such Agency shall be solely liable for all Services and/or Devices, ordered or purchased under this Agreement or any purchase instrument issued by the Agency. GTA shall have no liability for any amounts owed to Contractor by other Agencies.

3. List Plans and Reports.

1. Contractor shall obtain consent to the release of any required reporting information generally deemed GTA or an Agency Proprietary network Information [CPNI] from the entities that purchase under this Agreement. The reporting information is for purposes of monitoring the contract and calculating the fees that are due and payable to GTA for administering the contract; providing accurate spend data to various internal employees; the Georgia State Legislation and any other entity that GTA is required by law to provide. Contractor shall provide the following Reports to GTA at least quarterly, or upon request. Entities have the right to decline to release this information, however, they may not purchase under this Agreement if they refuse to sign the release of the CPNI information.

a.) Report

- i. Phone type
- ii. User name/Agency
- iii. Issued Quarterly
- iv. Dollar amount(s)

4. Term and Renewal. The "Term" of this Agreement shall begin on the Effective Date and end on June 30, 2017. Thereafter, the Agreement may be renewed upon mutual agreement by Contractor and GTA on a year to year basis for up to Five (5) fiscal year periods (July 1 – June 30). The terms and conditions of this Agreement shall apply during any renewals of the Term. The term of the Services and / or Devices ordered by Agencies hereunder shall begin on receipt of a Purchase Order from each procuring Agency and end upon the completion of the then current fiscal year.

5. Pricing and Payment.

5.1 Pricing and Billing. Pricing and procedures for billing and payment for Services and Devices shall be as specified in the RFP and the Proposal.

5.2 Payment. Each Agency agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that Services and Devices have been accepted by the Agency as hereinafter provided. No late payment or interest shall accrue on past-due amounts.

6. Acceptance of Services and Devices and other Equipment.

Contractor shall perform any Services and deliver any Device in accordance with the schedule set forth in this Agreement or the time specified in a Purchase Order issued by GTA or the Agency (whichever is later). Unless otherwise agreed to by Contractor and the Agency, Contractor shall provide written notification of performance of any Services and delivery of any Device, to GTA or to the Agency ("Delivery Notice"). GTA or the Agency shall have thirty (30) days from the date of receipt of the Delivery Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance. Acceptance by GTA or the Agency may only be accomplished by an affirmative act on the part of GTA or the Agency pursuant to this Section and the failure of

GTA or the Agency to issue an acceptance notice shall not be deemed an acceptance of the Services, Device or any portion thereof; however, lack of notice of acceptance or rejection by GTA or the Agency within sixty (60) days from the receipt of the Delivery Notice shall constitute acceptance of the Device or Service. In the event GTA or the Agency issues a rejection notice, Contractor shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor.

7. Warranty.

Contractor warrants that in providing the device and performing the services during the Term:

- a. Contractor will strictly comply with the descriptions and representations as to the Device and Services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear herein and Contractor will perform the Services on time;
- b. In addition to any express and implied warranties provided under law or given under other provisions of this Agreement, Contractor hereby expressly warrants that the Services to be performed hereunder will be performed in a workmanlike manner, subject to the supervision and instructions provided by the Agency, and that all work assigned will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Services were provided;
- c. The Contractor Sales and Product specialist will assist GTA or the Agency to select the best products and services listed on the Contractor's web site on the GTA web page. Contractor shall provide Devices and other products, if any, will conform to generally applicable standards in the industry. Contractor warrants they have the right to resell and pass through all manufacture warranties to the end user whether at GTA or an Agency.
- d. The Device and Services will not be in violation of any applicable law, rule, or regulation, and Contractor will obtain all permits and licenses required to comply with such laws and regulations;
- e. The Device and Services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights. As used herein "Intellectual Property" shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, discoveries, regulatory filings, or other information (Whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the foregoing, whether or not registered as of the Effective Date or any later date;
- f. Contractor is the lawful owner or licensee of all software, hardware, methods, methodologies and any pre-existing Intellectual Property used in the performance of the Services contemplated hereunder and Contractor has the right to permit GTA or the Agency access to or uses of such software, hardware, methods, methodologies and Intellectual Property;
- g. Contractor shall assign to GTA or to the Agency the manufactures' warranties for material furnished to GTA or to the Agency;
- h. All software present in the Devices or other Equipment and any update or revision

to any such software will be free from defects and will meet all specifications set for in the Agreement and any documents referenced therein. Contractor will, without charge to GTA or to the Agency, correct any defects and make any fixes, additions, modifications or adjustments to any of such software or any update or revision to such software as may be necessary to keep the software in operating order in accordance with specifications at all times during the applicable warranty period.

8. Works Made for Hire.

8.1 If, as a result of or in the course of any consulting or professional Services rendered to GTA or the Agency by Contractor or any employee or employees of Contractor during the term of this Agreement, Contractor produces or develops any tangible and/or intangible output or Intellectual Property, then any and all such output and Intellectual Property shall be deemed to be "works made for hire" as defined under federal laws pertaining to copyright protection, as it may be amended from time to time. As such, GTA or the Agency shall be considered to be the author and owner of such Intellectual Property, whether or not the Services were rendered at GTA or the Agency's site; made, conceived or devised solely by Contractor or jointly with others; and/or completed or uncompleted. Contractor here within assigns to GTA or to the Agency all rights in such works made for hire and all Intellectual Property in the works made for hire. Further, Contractor shall (and will ensure that Contractor's employees and subcontractors shall) supply all assistance reasonably requested in securing for GTA or the Agency's benefit any patent, copyright, trademark, service mark, license, right or to the evidence of ownership of any such work made for hire and any such Intellectual Property, and will provide full information and cooperation regarding any such item and execute all appropriate documentation prepared by GTA or the Agency in applying or otherwise registering, in GTA or the Agency's name all right to any such item without any further consideration. GTA or the Agency does not grant any licenses to Contractor to use any works made for hire or Intellectual Property developed under this Agreement. Contractor agrees that it will not provide to its other clients and GTA or an Agency's, nor use in any way in the course of later engagements, the works made for hire and Intellectual Property created for and delivered to GTA or to the Agency pursuant to this Agreement.

8.2 The terms of this provision shall survive the termination of this Agreement by either party for any reason.

9. Personnel.

- a. All of Contractor's or a subcontractor's personnel shall comply with GTA or the Agency's reasonable confidentiality and security requirements while on GTA's or the Agency's premises. In the event that any of Contractor's or a subcontractor's personnel do not comply with such confidentiality and security requirements, GTA or the Agency, in its sole reasonable discretion, may have the personnel removed from the premises
- b. If GTA or the Agency believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is

unsatisfactory for any reason or is not in compliance with the provision of this Agreement, GTA or the Agency shall so notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or at GTA or the Agency's reasonable request, immediately replace such person with another person acceptable to GTA or the Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Agreement. Any decision to remove such person will not be based on disability, age, sex, religion, national origin, race, color or veteran status. Or otherwise in violation of federal, state or local law.

- c. Contractor warrants that all persons assigned by it to the performance of this Agreement shall be employees of authorized subcontractor of contractor and shall be fully qualified to work under this Agreement. Contractor shall ensure that an adequate number of appropriately qualified personnel are employed and available to provide the Deliverable and Services in accordance with the schedule and maintenance requirements set forth in the RFP and this Agreement.
- d. With respect to any Contractor personnel designated as "Key Personnel", the assignment of such Key Personnel to perform the Services will be continuous throughout the term of the Agreement, except as approved by GTA or in the case of the termination of employment of any such Key Personnel. Designation of Key Personnel and maintenance is essential to the Services offered pursuant to this Agreement. The parties further agree that should any such Key Personnel no longer be employed by Contractor during the term of this Agreement, for whatever reason, GTA shall have the right to approve their replacements or terminate this Agreement on thirty (30) days written notice. Any decision to remove Key Personnel will not be based on disability, age, sex, religion, national origin, race, color or veteran status, or otherwise in violation of federal, state or local law.

10. Confidential Information.

- a. The parties acknowledge that in order to perform the service obligations called for in this Agreement, it may be necessary to disclose to each other certain confidential information ("Confidential Information"). Each party agrees that it shall not disclose, transfer, use, copy, or allow access to any such Confidential Information to any employees or to any third parties excepting those who have a need to know such Confidential Information in order to allow Contractor to perform the Services and who have executed a nondisclosure agreement consistent with the provisions hereof.
- b. Neither party shall have any obligation of confidentiality with respect to any information which: (i) is or becomes (through no improper action or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this Agreement; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; (v) is developed independently by the receiving party; or (vi) is obligated to be disclosed by order of a court of competent jurisdiction.

- c. Notwithstanding the foregoing, GTA's obligations hereunder shall be subject to the provisions of the Georgia Open Records Act (O.C.G.A. §50-18-70 *et seq.*), as it may be amended from time to time.

11. License and Ownership.

a. License. Software, including applications, that is installed on the Devices and Equipment provided under this Agreement are governed by the terms and conditions that ship with the Devices. Any software, including applications, downloaded by the GTA onto such Devices and Equipment is governed by the terms and conditions applicable to such software.

b. Exclusions. Except as expressly permitted by this Agreement, GTA of the Agency agrees that it will not: (i) lease, loan, resell, sublicense, or otherwise distribute the software to parties who are not State of Georgia government entities; (ii) permit third-party access to, or use of, the software, except as permitted in this Agreement; (iii) create derivative works based on the software; (v) reverse engineer, disassemble, or decompile the software; (vi) remove any identification or notices contained on the software. GTA or the Agency will notify Contractor if GTA or the Agency becomes aware of any unauthorized third party access to, or use of, the software.

c. Ownership. Title to the Devices, Equipment and other deliverables shall remain with the Contractor until they are accepted by GTA or the Agency in accordance with Section 5 above, provided that Contractor shall retain all right, title and interest in the software and any accompanying documentation.

12. Indemnification.

Contractor hereby agrees to indemnify, protect and save harmless the State of Georgia, , GTA, each procuring Agency and the officers, directors and employees of each (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, , costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General's office) for bodily injury, property damage and attorney's fees related thereto to the extent caused by gross negligence or willful misconduct of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor, as provide in this Section.

- a. Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the Indemnitees, of and from any and all claims, demands, liabilities, losses, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General's office), made by any third party alleging that any Devices or other Equipment or Service, as provided by Contractor, infringes a third party's Intellectual Property rights. Contractor shall be under no obligation to defend or indemnify the Indemnitees as set forth in this Section if such third party claim, suit, or other demand arises out of or relates to (i) Contractor's compliance with GTA or the Agency's specifications, (ii) a combination of the Services, Devices or other Equipment with products or services not provided by Contractor or other than in accordance with applicable

manufacturer's specifications (iii) information, data, or other content not provided by Contractor unless otherwise approved by Contractor or consistent with the terms of this Agreement. With respect to any pending or threatened claim, suit or other demand as to which Contractor is the indemnifying party, Contractor shall obtain for GTA, or the Agency at Contractor's option and expense, the right to continue using the work product, deliverable, Service, Device or other Equipment or alternatively replace or modify the work product, deliverable, Service, Device or other Equipment so that they are functionally equivalent but non-infringing, provided their performance is not adversely and materially affected.

b. If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Trust Fund (the "Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Georgia and the terms of the Fund, Contractor and its insured waive any right of subrogation against the State of Georgia, the Indemnitees and the Fund and insurers participating hereunder, to the full extent of this indemnification.

c. Contractor shall, at its sole expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage entered into by Indemnitees shall be binding upon Contractor unless approved in writing by Contractor. Upon Contractor's request and subject to approval of the Attorney General of the State of Georgia, GTA will tender defense and control of any such action to Contractor, provided that no settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the State of Georgia unless approved in writing by the State of Georgia.

d. Contractor's obligation to indemnify any Indemnatee will survive the expiration or termination of this Agreement by either party for any reason.

13. Termination.

A. Termination for Default. Each party has the right to terminate this Agreement in whole or in part, if the other party breaches or is in default of any material obligation, which default is incapable of cure, or which, being capable of cure, has not been cured within ten (10) days after receipt of notice of such default (or such additional cure period as the nondefaulting party may authorize without limiting the generality of the foregoing, the occurrence of any one or more of the following events shall constitute an event of default:

- (i) Contractor fails to deliver or has delivered nonconforming Services, Devices, or other Equipment, or fails to perform any material requirement of this Agreement; or
- (ii) Contractor fails to make substantial and timely progress toward performance of this Agreement; or
- (iii) Contractor suspends or terminates its operation of business or, to the extent permitted by applicable federal or state law, Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law or GTA reasonably believes that Contractor has become insolvent or unable to pay its obligations as they accrue.

B. Notice of Default. If there is an event of default by Contractor, GTA shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, GTA may:

- (i) Immediately terminate this Agreement, in whole or in part, without additional written notice;
- (ii) Procure substitute Service, Device or other Equipment, from another source and charge to the Contractor the difference between the pricing set forth in this Agreement and the substitute contract; and/or
- (iii) Enforce the terms and conditions of this Agreement and seek any contractual, legal or equitable remedies.

C. Immediate Termination. GTA may terminate this Agreement, in whole or in part, immediately, without notice, if: (i) GTA deems that such termination is necessary to prevent or protect against fraud or otherwise protect GTA's personnel, facilities or services, or (ii) Contractor is debarred or suspended from performing services on any public contracts, or (iii) any certifications or licenses as may be required hereunder are revoked or no longer in effect for any reason, or (iv) Contractor fails to comply with confidentiality laws or provisions, or (v) Contractor furnished any statement, representation or certification in connection with this Agreement or any applicable bidding process which is materially false, deceptive, incorrect or incomplete.

D. Termination for Convenience. GTA may terminate this Agreement, in whole or in part, and without any penalty, for convenience or without cause upon thirty (30) days prior written notice to Contractor

E. Termination for Lack of Funding. The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate immediately and without further obligation of GTA as of that moment. The determination of GTA as to the occurrence of the events stated herein shall be conclusive.

F. Effect of Termination. In the event of termination of this Agreement for any reason, GTA will remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. Upon the termination or expiration of this Agreement:

- (i) Contractor shall cease all work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs;
- (ii) Contractor shall comply with GTA's instructions for the timely transfer of any

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active files and work product produced by Contractor under this Agreement and shall cooperate with GTA or its designee in any transition efforts; and

(iii) The parties immediately shall cease using and promptly shall return to each other all papers, materials and other property of the other then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation).

14. Taxes.

- a. All fees payable to Contractor hereunder in connection with the provision of the Services, Devices or other Equipment pursuant to this Agreement shall be free of any and all federal excise taxes, and state and local sales and use taxes to the extent GTA is exempt from such taxes. Upon request, GTA will provide a certificate of tax exemptions which apply to this Agreement.
- b. By executing this Agreement, Contractor certifies that it either: (i) is registered with the Georgia Department of Revenue, collects and remits State of Georgia sales and use taxes as required by Georgia law; or (ii) is not a "retailer" as defined in O.C.G.A. § 48-8-2. Contractor also acknowledges that GTA may declare this Agreement void or may terminate this Agreement for default if the above certification is false.
- c. Contractor may impose on GTA additional regulatory fees (such as the Federal Universal Service Fund) which do not fall under the aforementioned exemption.

15 Limitation of Liability.

(a) CONTRACTOR'S ENTIRE LIABILITY, AND GTA OR AN AGENCY'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS IN THE SERVICE THAT LAST MORE THAN TWENTY-FOUR (24) HOURS, AND NOT CAUSED BY GTA OR AN AGENCY'S NEGLIGENCE, WILL IN NO EVENT EXCEED THE RECURRING SERVICE CHARGES FOR THE PERIOD DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURS AND CONTINUES. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO GTA OR AN AGENCY FOR ANY DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS THAT LAST LESS THAN TWENTY FOUR (24) HOURS.

(b) NEITHER CONTRACTOR NOR GTA OR AN AGENCY 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 INCREASED COST OF OPERATIONS.

16. Insurance.

- a. Contractor shall procure from carriers eligible to transact business in the State of Georgia insurance which shall protect the Contractor and the State of Georgia from any claims for bodily injury, property damage, or personal injury which may arise out of operations under this Agreement. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish to GTA an annual insurance certificate listing the State of Georgia as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the Contractor includes contractual liability coverage. In addition, the insurance certificate must provide the following information:

- (1) Name and address of authorized agent;
- (2) Name and address of insured;
- (3) Name of insurance company (eligible to operate in Georgia);
- (4) Description of coverage in standard terminology;
- (5) Policy period;
- (6) Policy Number;
- (7) Limits of liability;
- (8) Name and address of certificate holder;
- (9) Signature of authorized agent;
- (10) Telephone number of authorized agent; and

b. Contractor is required to maintain the following insurance coverages during the Term of this Agreement:

(i) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims.) In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.

(ii) Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.

(iii) Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Agreement. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required under this Agreement.

(iv) Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverages than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000. Contractor may use any combination of primary and excess to meet required total limits.

(vi) If Contractor is a professional service provider such as (but not limited to) engineers, architects, lawyers or accountants, then Contractor also shall maintain Professional Liability/Errors & Omissions Policy (Occurrence) with an annual aggregate limit of at least \$3,000,000.

c. Neither the policy limits nor any other provision of any insurance policy shall be construed as a limitation on the indemnity obligations herein. Contractor shall provide at least 30 days prior written notice to GTA of any cancellation or non renewal of any required coverage that is not replaced. Certificates of Insurance showing such coverage to be in force shall be filed with GTA prior to commencement of any work under this Agreement. The foregoing policies shall be obtained from insurance companies eligible to do business in Georgia and shall be with companies rated at least A- by AM Best. All such coverage shall remain in full force and effect during the Term and any renewal or extension thereof.

17. Cooperation and Transition.

- a. Contractor, its employees, agents, subcontractors and assigns, agree to cooperate fully in the defense of any litigation brought against GTA or Contractor relating to the Services, Devices or other Equipment provided hereunder, and each party shall give the other prompt notice of any such claim, demand, suit or proceeding.
- b. In the event that GTA enters into agreements with other contractors or government institutions for additional work related to the Services, Devices, or other Equipment provided hereunder, Contractor agrees to cooperate fully with such other parties. Contractor shall not commit any act which will interfere with the work performed by any third party as set forth herein.
- c. Upon expiration or earlier termination of this Agreement or any Services provided hereunder, Contractor shall accomplish a complete transition of the Services from Contractor to GTA, or to any replacement provider designated by GTA, without any interruption of or adverse impact on the Services or any other services provided by third parties. Contractor shall cooperate fully with GTA or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder.
- d. Contractor shall not commit any act which will interfere with the work performed by any such party as set forth herein.

18. Record Retention and Audit Rights.

Contractor shall, and shall cause each of its subcontractors to, maintain accurate books, records, documents and other evidence concerning Contractor's financial status, billing and service records regarding the provision of the Service, Devices and other Equipment under this Agreement (collectively, "Records") for the latter of five (5) years after the final payment under this Agreement or such period (if any) as is required by applicable statute or for such period (if any) as set forth in the RFP. Contractor's accounting procedures and practices shall conform to generally accepted accounting principles ("GAAP") and the costs properly applicable to this Agreement shall be readily ascertainable therefrom. The State of Georgia, by and through the GTA or State Auditor, shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records. Upon request, Contractor shall deliver the required documentation and records on the date and at the location specified by GTA or State Auditor or other duly authorized officer of the State of Georgia.

19. Independent Contractor.

In its relationship with GTA and the State of Georgia, and for all tax, liability and insurance purposes, Contractor agrees that it is an independent contractor. Contractor shall have the sole right to manage, control and direct the method, manner and means by which the Services are performed. Contractor shall be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of its agents, servants, employees, subcontractor

or suppliers shall become or be deemed to become agents, representatives, or employees of GTA or the State of Georgia. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the State of Georgia. Contractor shall not hold itself out to be an employee or agent of GTA or use the name of GTA in its business in any way.

20. Subcontractors.

Except as otherwise agreed to in writing by GTA, Contractor shall not subcontract or otherwise permit any third party, other than Contractor or its personnel, to perform Contractor's duties under this Agreement. Notwithstanding the foregoing, Contractor at all times shall remain responsible for the performance, acts or omissions of all of its employees, agents or any permitted subcontractors. GTA shall have the right to request the removal of a subcontractor from this Agreement for good cause.

21. Trading with State Employees.

The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20, *et seq.*, in any respect. Contractor agrees not to employ any individual whose employment would result in a violation of this law.

22. Drug Free Work Place.

If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement. If Contractor is an entity other than an individual, it hereby certifies that: (a) a drug free work place will be provided for the Contractor's employees during the Term of this Agreement; and (b) it will secure from any subcontractor hired to work in a drug free work place the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to Contractor that a drug free work place will be provided for subcontractor's employees during the performance of this Agreement pursuant to O.C.G.A. § 50-24-3." Contractor may be suspended, terminated, or debarred if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

Contractor may be suspended, termination or debarred if it is discovered that;

(a) Contractor has made false certification there within;

(b) Contractor has violated such certification by failure to carry out the requirements of the official code of Georgia annotated Section 50-24-3.

23. Compliance with Laws and this Agreement.

a. Each party shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, rules and regulations. Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with the requirements set forth in this Agreement and all applicable laws, rules or regulations.

b. Certain device, or other equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations including without limitation: (i) local license or permit requirements, (ii) export, import and customs laws and regulations (such as the export and re-export controls under US Export Administration Regulations and/or similar regulations of the US or any other country) which may apply to certain equipment, software and technical data provided hereunder, and (iii) all applicable foreign corrupt practices acts.

c. Contractor certifies that neither Contractor nor any of its subcontractors have been debarred, suspended or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulations 48 C.F.R. Ch. 1 Subpart 9.4. Contractor immediately shall notify GTA if Contractor or any of its subcontractors become debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by any federal entity.

24. Non-exclusivity.

This Agreement is entered into solely for the convenience of the State of Georgia, and in no way precludes GTA, the State or any Agency from obtaining like goods or services from other suppliers.

25. Vendor Lobbyist Certification.

Contractor hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at GTA's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

26. Immigration and Security.

Contractor hereby certifies that, as of the Effective Date of this Agreement, it complies with the Immigration Reform and Control Act of 1986 (IRAC), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90. The form attached hereto as Exhibit B shall be completed by the Contractor certifying compliance with this Act.

27. Assignment and Delegation. Contractor shall not assign any of its rights or delegate the performance of any of its duties under this Agreement without GTA's prior written consent, which shall not be unreasonably withheld or delayed. Any purported assignment or delegation shall be null and void. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. For the purpose of construing this provision, Contractor's merger or change in control of more than fifty percent (50%) of its direct or indirect legal, beneficial or equitable ownership shall be considered an assignment.

28. Fee for Administrative Services.

Contractor agrees to remit to GTA a fee for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.

- a. Contractor shall pay to GTA a Fee equal to one and one half percent (1.5%) of the total dollar amount collected from Agencies for all sales under this Agreement during each Payment Period (excluding sales taxes and adjusted for credits or refunds). Payment for each Payment Period must be received 45 days immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of July – Sept. 2013 is due on or before November 15, 2013. Payments are to be mailed to:

Georgia Technology Authority
47 Trinity Avenue, 6th Floor,
Atlanta GA 30334
Attention: Accounts Receivable

Payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

- b. Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. Usage Reports for each Payment Period must be received 45 days immediately following the end of the Payment Period. (Example: Usage Report for the quarterly Payment Period of Jul. – Sept. 2013 is due on or before November 15, 2013. Each Usage Report shall reflect, at a minimum, the following information for the applicable Payment Period:

- (a) Contractor's name
- (b) Contract number
- (c) Payment Period/quarter
- (d) Total dollar amount invoiced to Agencies (excluding sales taxes and showing any adjustments for credits or refunds)
- (e) The number, date, and amount of Contractor's check to GTA.

GTA may require the Contractor to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

c. All amounts that become payable by the Contractor to GTA under this Agreement shall bear simple interest from the day due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus two percent (2%) per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in prime rate.

d. Failure to pay any amount due pursuant to this clause may result, in addition to any and all other remedies provided in this Agreement, in law or in equity, in the Contractor's debarment pursuant to O.C.G.A. Section 50-24-5, as amended.

29. Miscellaneous.

A. Amendments.

The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be valid unless the same is reduced to writing and signed by both parties.

B. Headings.

The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

The parties may waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other party.

C. Severability. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties.

D. Remedies.

No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

E. Publicity. Contractor shall not release without GTA's prior written approval any publicity regarding this Agreement, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor, identifying the State of Georgia, the GTA or any state agency receiving goods or services under this Agreement; however, Contractor may reference this Agreement in proposals for other contracts without GTA approval.

F. Applicable Law and Venue.

The laws of the State of Georgia, U.S.A, without regard to its conflict of laws principles, govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation; construction, performance and enforcement. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia including without limitation the federal court with jurisdiction for Fulton County, Georgia.

G. Counterparts.

The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. No party shall be bound by this Agreement until all parties have executed it.

30. Web Site

Contractor shall develop a website for the State of Georgia that contains at a minimum the following items.

- a.) Current contract
- b.) All Amendments
- c.) Data Plans
- d.) Available Devices
- e.) Anything else for differentiation and product positioning

31. Plans; Sales Information. GTA or an Agency may choose from Voice Service and Wireless Data Service. The pricing, terms and conditions of the Service depend upon the Plan, feature, promotion or other offer selected when Service is activated or changed. AT&T must provide such information on the AT&T website on the GTA web page. Customer is subject to the terms and conditions set forth in separate product briefs and rate brochures and/or (iii) in other AT&T marketing materials printed product materials are referred to collectively in the Agreement as "Sales Information" and incorporated herein by reference.

32. Equipment. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. GTA or an Agency is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when CRUs are traveling internationally with GTA or an Agency's Equipment.

33. Voice Service Charges. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN THE SALES INFORMATION FOR A PARTICULAR PLAN OR FEATURE, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when pressing SEND (or similar key) and for incoming calls when a signal connection from the caller is established with AT&T's facilities. Chargeable Time ends after pressing END (or similar key), but not until the Equipment's signal of call disconnect is received by AT&T's facilities and the call disconnect signal has been confirmed.

34 Wireless Data Service Charges. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. TRANSPORT IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. Customer is responsible for all Wireless Data Service usage sent through AT&T's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. If Customer or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Usage on networks not owned by AT&T is limited as provided in Customer's Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on AT&T's wireless network and the wireless networks of other companies with which AT&T has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

35. Service and Equipment. Customer will follow the policies and processes established by AT&T, set forth in this Agreement or otherwise on the GTA Website at, <http://gta.georgia.gov/wireless-communications-devices-and-services> to purchase, activate, migrate, terminate, or otherwise modify a Service, including without limitation AT&T mobile services and equipment, as may be modified from time to time. AT&T may reasonably rely on the authority of any person who executes an order on Customer's behalf.

36. Supplemental Services. CONTRACTOR may also make available to GTA or an Agency certain services, features or software applications provided by third parties ("Supplemental Services"), which the third parties have authorized CONTRACTOR to resell to GTA or an Agency and distribute to GTA or an Agency, or provide GTA or an Agency with instructions to obtain, the third party's end user license agreement ("EULA") and associated warranties and/or maintenance service terms, if any. GTA or an Agency acknowledges that (a) GTA or an Agency is subject to the rates, terms and conditions set forth in the applicable Sales Information for the Supplemental Services selected by GTA or an Agency and/or its CRUs, as such rates, (b) GTA or an Agency is also subject to the third party's EULA and other terms and conditions for any Supplemental Service selected by GTA or an Agency and/or its CRU. Supplemental Services are subject to change without notice.

37. Force Majeure. Except for payment of amounts due in regards to Services rendered prior to Force Majeure event. 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.

38. Changes to Numbers. Except as otherwise provided by law, GTA or an Agency has no property rights to any Number and CONTRACTOR may change any such Number.

39. Fraud Prohibited. GTA or an Agency and its respective CRUs and IRUs (if applicable) will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. GTA or an Agency is responsible for all charges incurred until GTA or an Agency or its CRU reports the theft or loss to Contractor

40. Acceptable Use; Restrictions Regarding Service. Acceptable Use Policy effective as of the Effective Date of this Agreement is attached hereto in Exhibit E. GTA or an Agency can access this policy at [att.com/Acceptable Use Policy](http://att.com/Acceptable%20Use%20Policy).

41. Ownership. CONTRACTOR owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by CONTRACTOR in the provision of Service to CONTRACTOR GTA or an Agency's. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require Contractor to maintain control over any transmitting device that operates within Contractor's assigned frequencies. Neither GTA or an Agency nor any of its Affiliates may install any amplifier, enhancer, repeater or other device or system on Contractor's wireless network or frequencies without Contractor's prior written approval.

42. Content. GTA or an Agency is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of Contractor's systems, including materials, code, data, text (whether or not perceptible by End Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of Contractor's systems ("Content"). GTA or an Agency has sole responsibility for any losses, resulting from GTA or an Agency's or CRUs' downloading, access to, or use of any third-party Content, or from GTA or an Agency's or CRUs' access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, Contractor may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act.

43. Listing of Attachments and Exhibits

1. **ATTACHMENT A – RFP 98000-GTA794**
2. **ATTACHMENT B – AT&T RESPONSE TO THE RFP**
3. **ATTACHMENT C – AGENCY SUBSCRIPTION AGREEMENT**
4. **ATTACHMENT D – E-VERIFY FORM**
5. **ATTACHMENT E – ACCEPTABLE USE POLICY**
6. **ATTACHMENT F – E – RATE RIDER**

44. Entire Agreement.

This Agreement, including the documents identified in the order of precedence set forth in Section 1 and all exhibits and documents incorporated **hereunder** constitute the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement and the documents incorporated herein. There are no conditions precedents to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

IN WITNESS WHEREOF the parties have caused the authorized representatives of each to execute this Agreement as of the Effective Date specified above.

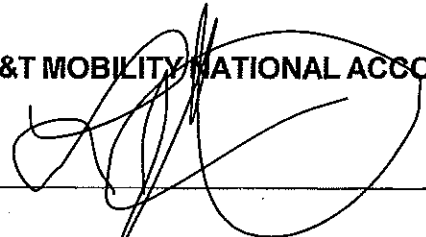
GEORGIA TECHNOLOGY AUTHORITY

By: 

Name: CHARLES BROOKS III

Title: PROCUREMENT DIRECTOR

AT&T MOBILITY NATIONAL ACCOUNTS

By: 

Name: Linda J Cottingham

Title: Sr. Contract Manager

Any notice required or permitted under this Agreement will be sent to the Contract Representative named below, and shall be effective upon receipt as demonstrated by reliable written confirmation (for example, certified mail receipt, courier receipt or facsimile receipt confirmation sheet.) Each party will notify the other if their Contract Representative changes.

To GTA	To Contractor
Georgia Technology Authority	CONTRACTOR Services, Inc
47 Trinity Avenue, 3 rd Floor	2180 Lake Blvd. NE Ste 8B56
Atlanta, GA 30334-9006	Atlanta, GA 30319
Attn: Contract Management	Attn: Keith De Cay
Email address: contracts@gtg.ga.gov	Email address: kd7952@att.com
Telephone Number: (404) 463-2300	Telephone Number: (404) 829-6679
Fax Number: (404) 651-5333	

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ATTACHMENT A

RFP 98000-GTA794



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Document

ATTACHMENT B

AT&T RESPONSE TO THE RFP



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ATTACHMENT C

AGENCY SUBSCRIPTION AGREEMENT

(Attach a copy of Contractor's Agreement)

AGENCY AGREEMENT

UNDER

ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES

BETWEEN

GEORGIA TECHNOLOGY AUTHORITY

AND

CONTRACTOR MOBILITY NATIONAL ACCOUNTS LLC

This Agency Agreement (hereinafter the "Agreement") is entered into this _____ day of _____, 20____ (hereinafter the "Effective Date") by and between CONTRACTOR Mobility National Accounts LLC, whose principal place of business is located at 1025 Lenox Blvd NE, Atlanta GA 30319 (hereinafter referred to as "Contractor"), and _____, with an office at _____ (hereinafter the "Agency"), under the Georgia Technology Authority's ("GTA") Enterprise Agreement for Equipment and Services No. GTA000794 dated _____ (hereinafter the "State Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Services") to any and all State of Georgia entities, including but not limited to, departments, agencies, authorities, commissions, boards, colleges and universities, counties, cities, townships and other political subdivisions of the State of Georgia. Agency and Contractor are sometimes referred herein individually as a "Party" or collectively as the "Parties."

1. Authority to Purchase. By signing below, the Agency represents and warrants that it is eligible and authorized to purchase Equipment and Services from the State Contract. Agency agrees upon Contractor's request to furnish Contractor with documentation to demonstrate the Agency is authorized to purchase from the State Contract.

2. Equipment and Services. The Agency acknowledges and agrees that all purchase orders for Equipment and Service issued by the Agency pursuant to this Agreement are subject to the terms and conditions of the State Contract. Any terms and conditions contained in a purchase order or in any acknowledgement or acceptance of a purchase order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void. In the event of a conflict between this Agreement and the State Contract, the terms and conditions of the State Contract shall have precedence.

3. Incorporation by Reference. The State Contract as may be amended from time to time, including all Attachments, is hereby incorporated by reference into this Agreement with the same force and effect as if it

were given in full text.

4. GTA Not Liable for Agency Purchases. The Agency acknowledges and agrees that it shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the Agency pursuant to this Agreement.

5. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

Agency: _____
 LLC _____

Contractor:
 CONTRACTOR Mobility National Accounts,
 ATTN: Attn: Contracts/Compliance
 7229 Parkway Drive
 Hanover, MD 21076

6. E-Rate. Agencies who are applying for E-Rate funding will be required to sign a E-Rate Rider in addition to this Agency Agreement.

7. Entire Agreement. This Agreement (and any Attachments and other documents incorporated herein, by reference or otherwise) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendments to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

Agency: _____

AT&T Mobility National Accounts LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT D

E -Verify Form
IMMIGRATION AND SECURITY FORM

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et seq., Contractor must initial one of the sections below:

____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.

____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.

____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Sr Contract Manager

Signature Title

Firm Name: AT&T Mobility National Accounts LLC

Street/Mailing Address: 7229 Parkway Drive

City, State, Zip Code: Hanover, MD 21076

Telephone Number: 404 829 6679

Email Address: kd7952@att.com

Appendix L

State of Georgia, Security and Immigration Form

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Georgia Technology Authority (GTA) and by the delegated authority, to any authorized state entity user of the State of Georgia, GTA Enterprise (Statewide) Contract for Wireless Service has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

19959

Federal Work Authorization User Identification Number

12/19/2007

Date of Authorization

AT&T Mobility National Accounts LLC

Name of Contractor

9800-GTA 794 Wireless RFP

Name of Project

State of Georgia Technology Authority

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on SEP 30, 2013 in SEVEN (city), NC (state).

Matthew H. Phillips
Signature of Authorized Officer or Agent

Matthew H. Phillips, Associate Director, Compliance

Printed Name and Title of Authorized Officer or Agent

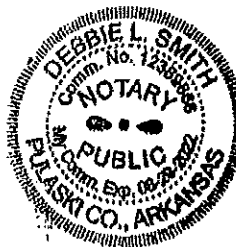
SUBSCRIBED AND SWORN BEFORE ME

ON THIS 30 DAY OF September, 2013.

Debbie L. Smith
NOTARY PUBLIC

My Commission Expires:

August 29, 2022



ATTACHMENT E

ACCEPTABLE USE POLICY

Introduction

AT&T is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission and text messaging and preserving for all of its Customers the ability to use AT&T's network and the Internet without interference or harassment from other users. The AT&T AUP ("AUP") is designed to help achieve these goals.

By using IP Service(s), as defined below, Customer(s) agrees to comply with this Acceptable Use Policy and to remain responsible for its users. AT&T reserves the right to change or modify the terms of the AUP at any time, effective when posted on AT&T's web site at www.att.com/aup. Customer's use of the IP Service(s) after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

Scope of the AUP

The AUP applies to the AT&T services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

Prohibited Activities

General Prohibitions: AT&T prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of AT&T's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from the AT&T-branded website or from a website that contains AT&T-branded content is a violation of this AUP.

Unlawful Activities: IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of AT&T or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize AT&T provided web hosting, AT&T reserves the right to decline to provide such services if the content is determined by AT&T to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors: AT&T complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org or www.att.com/safety.

Child Pornography: IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to AT&T at the following e-mail address: cp@abuse-att.net. AT&T will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/E-mail/Usenet Abuse: Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

Spam/E-mail or Usenet abuse is prohibited using IP Services. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" - to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the AT&T network or of the networks with which AT&T interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;

- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of AT&T's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to AT&T's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. AT&T has no responsibility for any material created on the AT&T's network or accessible using IP Services, including content provided on third-party websites linked to the AT&T network. Such third-party website links are provided as Internet navigation

tools for informational purposes only, and do not constitute in any way an endorsement by AT&T of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP may result in AT&T taking actions anywhere from a warning to a suspension or termination of Customer's IP Services. When feasible, AT&T may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

AT&T reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines, that the conduct may: (1) expose AT&T to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of AT&T's network or networks with which AT&T is interconnected, (3) interfere with another AT&T Customer's use of IP Services or the Internet (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to AT&T or AT&T Customers.

AT&T has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, AT&T may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the AT&T network and its customers.

Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an AT&T Customer (or its user) should be directed to abuse@att.net. Where possible, include details that would assist AT&T in investigating and resolving such complaint (e.g. expanded headers, IP address(s), a copy of the offending transmission and any log files).

Copyright complaints: If you believe that your work has been copied and posted, stored or transmitted using the IP Services in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") in accordance with the process detailed at <http://www.att.net/general-info/claims.htm> and directed to the designated agent listed below:

AT&T's Designated Copyright Agent for notice of claims of copyright or trademark infringement on the sites can be reached as follows:

Designated Agent: Manager of Security & Copyright Infringement
1800 Perimeter Park Drive, Suite 100
Morrisville, NC 27560
Phone: (919) 319-5737
Fax: (919) 319-8154
E-mail: copyright@att.com

Contact Information: Any notification that AT&T sends to its Customers pursuant to this AUP will be sent via e-mail to the e-mail address on file with AT&T, or may be in writing to Customer's address of record. It is Customer's responsibility to promptly notify AT&T of any change of contact information.

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