



Information Technology Telecommunications Network Services Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

AT&T MOBILITY LLC

INFORMATION TECHNOLOGY TELECOMMUNICATIONS WIRELESS SERVICES CONTRACT TABLE OF CONTENTS

1. PURPOSE AND SCOPE	5
2. DEFINITIONS	5
A. Acceptance	5
B. Agent	5
C. Authorized Users	5
D. Confidential Information	5
E. Service Plan	5
F. E-rate	5
G. Eligible E-rate Entity	5
H. Eligible E-rate Services	6
I. Internet of Things (“IOT”) or Machine to Machine (“M2M”)	6
J. Mobile Virtual Network Operator (“MVNO”)	6
K. Party	6
L. Product	6
M. Requirements	6
N. Service	6
O. Subscriber	6
P. Supplier	6
Q. Telecommunications Service Order (“TSO”)	6
R. USF Subscriber	6
S. VITA	6
3. TERM AND TERMINATION	7
A. Contract Term	7
B. Termination for Convenience	7
C. Termination for Breach or Default	7
D. Termination for Non-Appropriation of Funds	7
E. Effect of Termination	7
F. Transition Assistance	8
G. Contract Kick-Off Meeting	8
H. Contract Closeout	8
4. SERVICES	8
A. Nature of Services and Engagement	8
B. Availability of Supplier’s Services	9
C. Substitution of Services	9
D. Services that Include Software	9
E. Missed Date Notification	9
F. Testing and Inspection	9
G. Availability and Service Levels	9
5. HARDWARE AND EQUIPMENT	9
A. Shipping costs	9
B. Risk of Loss	10
C. Title to Products	10
D. Availability of Equipment	10
E. Engineering Changes	10
F. Product Refresh	10
G. Disposal of Products	10
H. Unlocking Products	10
I. Activating Third Party Devices	10
J. Licenses	10
K. Technology Improvements	10
6. ACCEPTANCE AND CURE	10

A. Acceptance and Cure of Individual Services	10
7. NEW TECHNOLOGY	11
A. Access to New Technology	11
B. New Service Offerings Not Available from the Supplier	11
8. SUPPLIER PERSONNEL	11
A. Selection and Management of Supplier Personnel	11
B. Supplier Personnel Supervision	11
C. Subcontractors	11
9. GENERAL WARRANTY	12
A. Ownership	12
B. Supplier's Viability	12
C. Product Warranty	12
D. Supplier's Past Experience	12
E. Performance	12
F. Malicious Code	13
G. Remedial Action in the Event of a Virus Infection	13
10. TRAINING AND DOCUMENTATION	13
11. RATES, ORDERS, AND COMPENSATION	13
A. Non-Exclusivity	13
B. Fixed Pricing	13
C. Telecommunications Service Orders	13
D. E-rate	14
E. Orders with Federal Funding	14
F. Ordering Authority	14
G. VITA Approval and Contracting Authority	14
H. Ordering Officer(s)	14
I. Purchase Price and Price Protection	14
J. Most Favored Customer	15
K. Late Payment Charges	15
12. INVOICE PROCEDURES	15
A. Invoice Submission	15
B. Universal Service Fund	15
C. Disputed Charges	15
D. Overpayment	16
E. Delayed Billing/Billing Guarantee	16
F. Purchase Payment Terms	16
13. COOPERATION WITH AGENTS	16
14. REPORTING	16
15. CONFIDENTIALITY	17
A. Treatment and Protection	17
B. Exclusions	17
C. Return or Destruction	18
D. Confidentiality Statement	18
E. Customer Proprietary Network Information (CPNI)	18
16. INDEMNIFICATION AND LIABILITY	18
A. Indemnification	18
B. Limitation of Liability	19
17. SECURITY COMPLIANCE	19
18. INVENTIONS AND COPYRIGHTS	20
19. ACCEPTABLE USE POLICIES	20
20. GENERAL PROVISIONS	20
A. Relationship Between VITA, Authorized Users and Subscribers; and Supplier	20
B. Incorporated Contractual Provisions	20
C. Compliance with the Federal Lobbying Act	21
D. Licenses and Permits	21
E. Governing Law	21

F. Ethics in Public Contracting	22
G. Dispute Resolution	22
H. Taxes	22
I. Advertising and Use of Proprietary Marks	22
J. Notices	22
K. No Waiver	23
L. Assignment	23
M. Captions	23
N. Severability	23
O. Survival	23
P. Force Majeure	23
Q. Remedies	23
R. Right to Audit	24
S. Unauthorized Sales	24
T. Contract Administration	24
U. Order of Precedence	24
V. Counterparts and Electronic Signatures	24
W. Entire Contract	24
EXHIBIT A – SERVICE FEES	27
EXHIBIT B – SERVICE REQUIREMENTS	32
A. Service Commencement Date	32
B. Response	32
C. Product Replacement	32
D. Service Levels and Remedies	32
E. Requirements	32
EXHIBIT C – TELECOMMUNICATIONS SERVICE ORDER (TSO) TEMPLATE	33
EXHIBIT D – CERTIFICATION REGARDING LOBBYING	34
EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES	35
EXHIBIT F – SUPPLIER ACCEPTABLE USE POLICY	36
EXHIBIT G – SUPPLIER PROCUREMENT AND SUBCONTRACTING PLAN	41
EXHIBIT H – EQUIPMENT AND ACCESSORY PRICING	42

INFORMATION TECHNOLOGY TELECOMMUNICATION NETWORK SERVICES CONTRACT

THIS WIRELESS TELECOMMUNICATION SERVICES CONTRACT, Contract No. VA-171023-ATM ("Contract") is entered into by and between the Virginia Information Technologies Agency ("VITA") pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia ("Commonwealth"), and AT&T Mobility LLC ("Supplier"), to be effective as of October 23, 2017, ("Effective Date").

1. PURPOSE AND SCOPE

This Contract is established to be the primary contract between the Commonwealth and the Supplier, for providing Wireless Services to Commonwealth agencies and all other public and private bodies authorized to utilize this contract.

This Contract sets forth the terms and conditions under which Supplier shall provide delivery and installation of wireless services, and other related services awarded, to the Supplier, to VITA; or to any public body, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, or any private institution of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

2. DEFINITIONS

A. Acceptance

The services and components provided will operate in accordance with the manufacturer's specifications, the RFP specifications as responded to by Supplier and the agreement of the parties. When the work and components specified in this response complete manufacturer-recommended test protocols, acceptance occurs.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

Virginia Information Technologies Agency ("VITA") and any eligible entities, specifically authorized by VITA.

D. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with the Services provided by Supplier under this Contract or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party, or (iv) any personally identifiable information, including information about VITA's employees, contractors, and customers, that is protected by statute or other applicable law.

E. Service Plan

The ordering and billing plan agreed to by the Supplier and VITA, documented in this contract in the section entitled "Rates, Orders and Compensation" and any Amendments or Modifications to this Agreement.

F. E-rate

The universal service "Schools and Libraries Program" administered by the Universal Service Administrative Company (USAC) under the oversight of the Federal Communications Commission ("FCC"), or successor program.

G. Eligible E-rate Entity

Any school or library meeting the USAC definition of an "Eligible Entity" under the universal Schools and Libraries Program.

H. Eligible E-rate Services

Products and services that are eligible for E-rate support under the Schools and Libraries Program.

I. Internet of Things (“IoT”) or Machine to Machine (“M2M”)

A network of physical objects—devices, vehicles, buildings and other items—embedded with electronics, software, sensors, and network connectivity that enables these objects to collect and exchange data.

J. Mobile Virtual Network Operator (“MVNO”)

A Supplier that provides wireless services over one or more networks not owned by the Supplier.

K. Party

Supplier, VITA, or any Authorized User.

L. Product

A wireless handset, data card or other device provided by Supplier, or third party, under this Contract.

M. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) as set forth in Exhibit A, “Service Fees” and Exhibit B, “Service Requirements” and the applicable order and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

N. Service

Any work performed or service provided by Supplier for which an Authorized User has placed an order with Supplier under this Contract. For details about the work and services to be provided by Supplier under this Contract, see Exhibit A “Service Fees” and Exhibit B, “Service Requirements.”

O. Subscriber

An individual or public body receiving Service or Product pursuant to an Order under this Contract, which can include all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, and all private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>. who are end users of the Services of this Contract.

P. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

Q. Telecommunications Service Order (“TSO”)

An order for telecommunications services issued by VITA to a supplier of telecommunications services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit C to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order. Under this contract, VITA will issue TSOs to Supplier on behalf of Authorized Users unless such Authorized User is specifically authorized by VITA in writing to issue TSOs directly to Supplier on its own behalf.

R. USF Subscriber

Subscriber which is receiving funding from the federal Universal Service Fund (USF) for Services or Products.

S. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia or successor agency.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2019. VITA, with the mutual agreement of Supplier, may extend the term of this Contract for up to six (6) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the renewal period, not less than thirty (30) days prior to the expiration of any current term. All terms and conditions and rates and charges shall continue to apply during any renewal period selected.

B. Termination for Convenience

No sooner than one year from the Effective Date of this Contract, VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order, in whole or in part. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination and Supplier shall provide written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Services rendered by Supplier and accepted by the Authorized User prior to the termination date, and Transition Assistance provided at VITA's request (and under the agreed upon associated pricing and terms) during the transition period.

In the event of a Termination for Breach or Termination for Default, all costs of de-installation and return or disconnection of Services shall be borne by Supplier.

In the event of a Termination for Breach or Termination for Default, VITA may immediately procure services from another source. Once VITA has affected a purchase from an alternate source, the parties agree that Authorized Users may charge-back Supplier, in which case

Supplier agrees to reimburse Authorized Users for any difference in cost between the original Contract price and cost to Authorized Users to cover from the alternate source, as measured over a six (6) month period. In no event shall Authorized Users be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of notice of default by VITA. This remedy is in addition to and not in lieu of any other remedy VITA may have under this Contract or at law or in equity.

F. Transition Assistance

The Supplier must provide adequate information and reasonable assistance as necessary to enable VITA to conduct a smooth transition of services and functions being performed by the Supplier to an alternative Supplier upon expiration or termination of the Contract. Upon VITA's request, the Supplier will continue to provide Services for up to twelve (12) months following the expiration or termination date of the Contract. All rates, service level agreements, and terms and conditions of the Contract will apply during that period. The Supplier agrees that no material decrease in the Supplier's level of performance and support will occur during the transition period.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Exhibit B, "Service Requirements," and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation which Supplier shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Subcontracting Certification of Compliance, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process any applicable documents as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SERVICES

A. Nature of Services and Engagement

This Contract is non-exclusive and the Commonwealth may, at its sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, services provided by Supplier. Supplier is an independent contractor engaged to perform certain Services (see section 2(L)), including but not limited to providing wireless telecommunications services and installation and/or support activities as described in Exhibit B, "Service Requirements" and Exhibit A, "Service Fees." The Commonwealth reserves the right to order any of Supplier's Services at any time during the term of this Contract or any extension thereto. This Contract allows Authorized Users to purchase wireless Service and Products at discounted prices for official business. Purchases under this Contract cannot be used for any other purposes, including, but not limited to, reselling of Products and Services.

Supplier shall provide service, sales and support resources to serve all Authorized Users throughout the State purchasing under the Contract. It is the responsibility of the Supplier to sell, market, and promote products and services available under the Contract. Supplier shall use its

best efforts to ensure that Authorized Users are made aware of the existence of the Contract. All sales to Authorized Users under the Contract shall be processed through the Contract.

B. Availability of Supplier's Services

Supplier shall offer all Services and Service Components identified in Exhibit A, "Service Fees" and Exhibit B, "Service Requirements", for the entire term of the Contract, provided, however, that Supplier may discontinue providing a Service upon twelve (12) months' notice, or a Service Component upon 120 days' notice, but only where Supplier generally discontinues providing the Service or Service Component to similarly-situated customers.

C. Substitution of Services

During the term of this Contract, the Supplier is not authorized to substitute for any Service identified in Exhibit A, "Service Fees", for any other Service identified in Exhibit A, "Service Fees" without the written permission of VITA, which will not be unreasonably withheld, unless such service is discontinued in accordance with §4B, "Availability of Supplier's Services" above. Except as provided for in §4B, no substitution of Service will occur without such written permission.

D. Services that Include Software

Supplier grants a royalty-free, worldwide, non-exclusive and irrevocable (for the term of the Contract, including any period of termination assistance) license to the Subscriber to use any software necessary for use of the services provided by Supplier. All software is governed by the licensing agreements or user agreements and not by the terms of this Contract. All devices are provided subject to their manufacturer's terms and conditions.

E. Missed Date Notification

Supplier will notify Authorized User in writing of a due date that may be missed, along with the reason, as soon as the Supplier realizes the potential failure of meeting an installation date. Upon request by Authorized User, such orders will be expedited at no charge. These expedited orders will not count against the number of expedites included at no charge in the Supplier's proposal.

F. Testing and Inspection

The Commonwealth and VITA reserve the right to conduct any test/inspection it may deem advisable to assure Services conform to the Requirements.

The Supplier shall provide the Services identified in each order in accordance with the Requirements set forth herein and on the applicable order and with all applicable standards of performance established by *RFP 2017-07*, the Virginia State Corporation Commission, and the Federal Communications Commission. The Supplier's Services shall meet and maintain the quality (grade of services) for each type of Service as specified herein.

G. Availability and Service Levels

Supplier Services shall be ready and available for use 24 hours per day 7 days per week as detailed in Appendix A "Service Level Agreements". Supplier shall provide a technical or customer support center for the reporting by Authorized Users of technical service problems encountered by Subscribers while using the Services.

Consistent or Recurring Service Level Failures

Without limitation as to the contractual implications of any single failure, Supplier's consistent or recurring failure to meet the agreed-upon service levels will be a material breach of the Contract as described in "Termination for Breach or Default".

5. HARDWARE AND EQUIPMENT

A. Shipping costs

Supplier's price for Products shall include all shipping costs, fees and expenses necessary to ensure timely delivery to the Subscriber or VITA

B. Risk of Loss

Supplier shall have the risk of loss or damage for any Product(s) until such Product(s) are received by VITA or the Subscriber.

C. Title to Products

Clear and unrestricted title to all hardware and equipment purchased under this Contract shall pass to the Commonwealth upon delivery of a fully functioning product.

D. Availability of Equipment

Supplier represents that all Products were formally announced for marketing purposes before execution of this Contract or, in the case of subsequent orders, before the execution of such orders.

E. Engineering Changes

Supplier sponsored network modifications or engineering changes shall be made with commercially reasonable notice to the Commonwealth or VITA, at no additional charge during the term of the Contract.

F. Product Refresh

Supplier shall provide a credit (or discounted purchase price), as specified in Exhibit H, for the replacement or upgrade of a Product when the Product has been in service for one year.

G. Disposal of Products

Supplier shall accept and adequately dispose of wireless Products from VITA or Subscriber either purchased under this Contract or when being replaced during the upgrade or warranty exchange process. Supplier shall take commercially reasonable steps to comply with applicable VITA security standards for data destruction, and comply with all applicable local, state or federal laws or regulations regarding the proper disposal of such electronic equipment.

H. Unlocking Products

VITA preference is to receive 'unlocked' devices. The Supplier, whenever possible, in accordance with Supplier Upgrade Policy or VITA request, shall "unlock" Products by removing or deactivating Supplier-specific access or identification codes that would prevent the use of the Product on other wireless networks to the extent possible by Supplier.

I. Activating Third Party Devices

Supplier will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Supplier. Pricing for Services shall not be affected by the origin of any devices.

J. Licenses

By providing Services and Products under this Contract, Supplier grants VITA and Subscriber a non-exclusive, worldwide, paid-up, perpetual license to all software, firmware and microcode provided with or imbedded in a Product or provided for use with Services by Supplier.

K. Technology Improvements

Supplier from time to time will propose modifications to the Products and Services offered under this Contract to provide the Commonwealth with current, innovative and proven technologies consistent with those offered by the Supplier generally. Supplier shall supply VITA, electronically, an updated list of all Products available under the Contract. The electronic document shall be in a format agreed upon between VITA and the Supplier and shall contain current Product/Equipment pricing applicable for all orders processed during that month. If such pricing is not provided, the preceding month's price list shall govern all purchases made during the calendar month.

6. ACCEPTANCE AND CURE

A. Acceptance and Cure of Individual Services

If the Supplier's a Service or Product fail to meet the specifications or requirements of the Contract or the applicable order, or those required by the Supplier's own technical

documentation, then VITA or other Authorized User may require the Supplier to re-perform such Service, or repair or replace such Product.

In the event that nonconformance therewith is discovered by VITA or other Authorized User, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary, including but not limited to re-performance of Services, to conform the Services to the specifications and requirements of the Contract or the applicable order. The Supplier's failure to do so shall constitute a default on the Contract or the applicable order for which VITA or other Authorized User may exercise the remedies provided in the section of the Contract entitled "Termination for Breach or Default," in addition to and not in lieu of any other remedies available at law or in equity.

Supplier shall correct the non-conformities identified hereunder and shall thereafter commence re-performance of Services, within five (5) days of written notice of non-conformance by VITA or the USF Subscriber, or as otherwise agreed between VITA and Supplier or Subscriber and Supplier.

7. NEW TECHNOLOGY

A. Access to New Technology

Supplier will bring to VITA's attention any new services that it believes will be of interest to VITA and will work to develop proposals for the provision of any such services as VITA requests.

B. New Service Offerings Not Available from the Supplier

If new or replacement service offerings become available to VITA, and cannot be competitively provided by the Supplier, VITA may purchase the services from a third party, and Supplier will reasonably assist VITA to migrate to such services, if VITA elects to use such new or replacement service offerings.

8. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing Services under this Contract are competent and knowledgeable of the contractual arrangements and the applicable Services herein. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that the Commonwealth is not the employer of any Supplier personnel, including any of Supplier's agents, contractors, or subcontractors. As between Supplier and the Commonwealth, Supplier shall have sole responsibility for all employment-related functions, including, without limitation, to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of such Supplier personnel. Neither VITA nor an Authorized User shall have any such responsibilities for Supplier or subcontractor personnel.

C. Subcontractors

If an order issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order to any subcontractor that is a party excluded from Federal Procurement and Non-procurement Programs. In no event shall Supplier subcontract any Services to any subcontractor which is debarred by the Commonwealth

of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

The Supplier will (i) be responsible for all work performed by subcontractors, (ii) be responsible for its (and their) compliance with the Contract, and (iii) guarantee the performance of any services provided by the Supplier's subcontractors (including, but not limited to, paying applicable service credits, liability for all subcontractors working in support of the Contract's requirements and those of any order placed thereunder, and adherence with all technical and operational specifications). The Supplier will be responsible for payment of its subcontractors and will indemnify the Commonwealth's Indemnified Parties against any claims resulting from Supplier's failure to pay, including discharging (at Supplier's expense) any liens obtained by the subcontractor.

9. GENERAL WARRANTY

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

Except where a warranty references a different time period, all Services purchased under this Contract remain under warranty for the time period commencing after acceptance by Authorized User and continuing through expiration of the Contract or termination of the Services at the discretion of VITA, or termination by the Authorized User for an individual order.

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

A. Ownership

Supplier has the right to provide the Services without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or any order by any court of competent jurisdiction.

C. Product Warranty

Supplier will provide 12 months of Depot (return to vendor) warranty services for Products purchased under this Contract at no cost to the Commonwealth or to any Authorized User. This may be in the form of the manufacturer's consumer warranty should such warranty meet all of the requirements of this section. Upon identification of a problem requiring Product replacement, Supplier shall provide an identical replacement Product, acceptable to the end-user within 24 hours, pre-programmed for the Subscriber at no cost. This warranty does not apply to Product malfunctions attributable to user misuse or neglect. All warranties shall include support for all software, firmware and microcode

D. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed on a similar scale for a non-related third-party without significant problems due to the Services or Supplier.

E. Performance

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, and Services furnished under this Contract;
- ii). Services are pursuant to a particular Request for Proposal ("RFP") and shall be fit for the particular purposes specified by VITA in the RFP and in this Contract, and Supplier is

possessed of superior knowledge with respect to the Services and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Services;

- iii). The documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to understand and fully utilize the Services without reference to any other materials or information.

F. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media, equipment, systems, software or other means used to deliver, provide or maintain the Services. Supplier has used the best available means to scan any media provided to the Authorized User.

G. Remedial Action in the Event of a Virus Infection

If a software virus, or malware, is contained in or affects any systems or software provided or maintained by or for the Supplier as part of the services, the Supplier will take all commercially reasonable steps to remedy the problem and to prevent a reoccurrence thereof.

If the problem is a direct cause by actions or negligence by the Supplier, then the Supplier shall be solely responsible for any costs incurred in remedying the problem.

10. TRAINING AND DOCUMENTATION

Any training or documentation necessary for the recipient of the Service to have full benefit of such Service shall be deemed included in the scope of the order at no cost, unless expressly excluded.

Supplier shall be responsible for providing hands-on training on the use of the Service(s) for all end users. Supplier shall coordinate scheduling for all training directly with the Subscriber. In conjunction with verbal explanations of the system features and configuration, Supplier shall supply documentation including operations manuals, instruction cards, and other materials as necessary for each Service.

11. RATES, ORDERS, AND COMPENSATION

A. Non-Exclusivity

Supplier agrees that no pricing or service contained in this Contract is based upon "exclusivity" or any required percentage of the Commonwealth's or Authorized User's overall or service-specific spend or volume.

B. Fixed Pricing

Except for the process described in the "Annual Competitive Review Process" section of this Contract, all prices, terms, warranties and benefits granted by the Supplier in their proposal and this Contract are fixed and stabilized for the term of the Contract, including any extension years.

C. Telecommunications Service Orders

To order Services VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Service(s) identified herein. VITA may specifically grant additional named Authorized Users the ability to place TSOs with Supplier at some point during the term of this contract. VITA will amend Exhibit E to update the list of Authorized Ordering Officers. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Authorized User; and (iii) identify the Service(s) to be acquired, the price for each Service (in accordance with this Contract, including Exhibit A, "Service Fees"), the required Service delivery date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract. Supplier is responsible for ensuring a TSO is complete and valid before processing it. Should any TSO be incomplete or considered not valid by Supplier, Supplier agrees to promptly notify and work with VITA and/or the Authorized User to make the incomplete or invalid TSO complete and valid.

Upon receipt of a written, complete and valid TSO, the Supplier shall process such TSO and return a Service Order containing the following information within four (4) business days.:

- i). Verification that the TSO is technically correct;
- ii). Date Services will commence;
- iii). Verification of the charge for each item (Service) to be provided; and
- iv). Other applicable administrative information necessary to deliver the Services requested on the TSO.

The standard TSO template is provided as Exhibit C.

D. E-rate

Supplier agrees to make available all E-rate Eligible Services as listed and priced herein to any contract Participant which is an Eligible Entity. Supplier warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Contract to Eligible Entities on behalf, and for the benefit, of those Eligible Entities. The Supplier also agrees to maintain those qualifications, and to assist Eligible Entities in applying for and receiving these allocations/disbursements.

E. Orders with Federal Funding

Supplier shall not accept any order issued pursuant to this Contract if such order is to be funded, in whole or in part by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs.

F. Ordering Authority

The TSO ordering provisions above designate the process for the placement of new Service orders and installations with the Supplier. The process will be the only authorized way to place orders with the Supplier. The Supplier will implement provisioning processes to ensure that orders are not accepted outside of the process, and orders placed and billed outside of these procedures will not be the financial responsibility of the VITA, the Commonwealth or any Authorized Users of the Commonwealth, unless specifically authorized in writing. VITA reserves the right to subsequently make reasonable changes to its processes, including designating additional individuals or organizations that will be authorized to place orders.

G. VITA Approval and Contracting Authority

The Supplier recognizes that VITA reviews and approves purchases of telecommunications Services for agencies and institutions of the Commonwealth. The Supplier agrees that the Supplier will not provide such Services unless VITA has given its advance, written approval, for any individual, Authorized User or subscriber to order services from Supplier by a TSO.

H. Ordering Officer(s)

Authorized Users will designate in writing any individual authorized (Ordering Officer) to issue orders for the Services. Notwithstanding anything to the contrary, payment will be made only pursuant to a valid order executed by a named Ordering Officer. VITA's authorized Ordering Officers for this Contract are listed in Exhibit E, which may change from time to time. In no circumstances may the Supplier accept, or act on, and order received by anyone not designated as an Ordering Officer under this contract. Any order received, referencing this contract, which is not signed by a designated Ordering Officer on this Contract shall be returned to the ordering office and reported to VITA at SCMinfo@vita.virginia.gov.

I. Purchase Price and Price Protection

Exhibit A, "Service Fees," sets forth the fees and the applicable discounts. Authorized Users shall not be required to pay any additional costs above those costs provided for in Exhibit A, "Service Fees" other than applicable taxes, fees, or surcharges, which are subject to change during the term of the Contract.

At all times during the term of this Contract and any extensions thereto, Supplier's prices on Exhibit A, "Service Fees," shall at all times comply with §§ 56-234 et seq. of the Code of Virginia. Supplier's failure to comply with the aforereferenced statute shall be grounds for termination of

the Contract or any order issued hereunder for default and/or breach; and VITA may pursue any remedies available at law or in equity with regard to such failure to comply.

J. Most Favored Customer

Supplier warrants that the prices under this Agreement are equal to or less than prices offered by Supplier to other government customers, in the Commonwealth of Virginia, contracting for similar volumes and plan constructs, under comparable terms and conditions. The Supplier agrees to make available any new plans and pricing, offered other Virginia governmental entities to the Commonwealth for inclusion in this contract at the same time, or before, being offered to other Virginia governmental agencies or entities eligible to purchase from this contract by the Code of Virginia as defined in Section 1 (Purpose and Scope).

K. Late Payment Charges

All late payment charges associated with invoices for Services provided under this Contract will be processed pursuant to the Virginia Prompt Payment Act.

12. INVOICE PROCEDURES

A. Invoice Submission

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. All Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which Authorized User is benefiting from the Services. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit A, "Service Fees" or Exhibit H, "Equipment and Accessory Pricing", or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

- i). Service type and description, with charges identified at the lowest level of detail (i.e., phone level)
- ii). This Contract number and the applicable order number

No invoice will be paid without adequate billing details.

Supplier shall submit to VITA, at the time of invoice, an electronic file in an industry standard format, acceptable to VITA, (currently the preferred method is EDI, followed by MABEL and CSV), which contains call or connection detail, for each line of service under this contract, for the billing period. This file(s) shall include "call detail" records and any and all information necessary to reconcile the Supplier's invoice. The invoice will not be considered complete and processed for payment until the electronic files are received. The Supplier will "push" the files to VITA and VITA shall not be required to "fetch" this electronic data, unless otherwise agreed to in the contract.

Any credits due VITA under the terms of this Contract may be applied against Supplier's invoices to VITA on the same account with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any other Authorized User.

B. Universal Service Fund

Supplier agrees to make available all Products and Services as listed and priced herein directly to the USF Subscriber, and to bill as agreed upon, in writing, between VITA and the Supplier. Should USF users of this contract be authorized by VITA to order directly from the Supplier, those Ordering Officers must be listed as authorized in Exhibit E, "Individuals Authorized to Order Services". Supplier agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of this Contract for USF participation shall be the sole responsibility of Supplier.

C. Disputed Charges

If, before payment of an invoice, Authorized User notifies the Supplier in writing of a disputed charge, Authorized User will have the right to withhold payment of the disputed amount until the dispute is settled or finally resolved. Supplier shall respond in writing to Authorized User's

notification of a disputed charge acknowledging its receipt within ten (10) business days. If an Authorized User disputes an invoiced charge, such disputed charges will be resolved (whether by credit or explanation of the charge to the Authorized User's satisfaction) in the Authorized User's required format within two (2) billing cycles (60 days) following Authorized User's written notification. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. Authorized User will not pay any disputed amounts that remain unresolved after 180 days. If a disputed charge is reversed, Supplier shall reverse all associated surcharges, regulatory charges and taxes.

D. Overpayment

If Authorized User notifies the Supplier in writing of a disputed charge, any credit(s) issued to Authorized User shall include all associated surcharges, regulatory charges and taxes.

If Authorized User has overpaid the Supplier because of a billing error, the time within which Authorized User may seek credits for overcharges (including associated surcharges, regulatory charges and taxes) will be governed by applicable law.

E. Delayed Billing/Billing Guarantee

Except in the event of amounts initially disputed by Authorized User which are rebilled by the Supplier, Authorized User will not pay charges for services more than six (6) months after the close of the billing period in which the charges were incurred. This requirement applies to all charges, including without limitation, Moves, Adds, Changes, Disconnections ("MACD") charges, recurring charges, usage-based charges and non-recurring charges, as well as fees, surcharges, regulatory charges and taxes.

F. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Services and installations have met Acceptance criteria, and the effective date for any recurring or partial month charges shall not precede the date of Acceptance. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid, except in accordance with a milestone payment schedule.

All payment terms are net 30 days after receipt of proper invoice.

13. COOPERATION WITH AGENTS

Supplier agrees to cooperate with and take instructions from any Agent under contract with an Authorized User. The third party provider's responsibilities may include, for example, procuring Services from Supplier on behalf of Authorized User, liaising with Supplier with respect to service faults or failures, and reviewing, authorizing and paying Supplier invoices.

The Supplier must fully cooperate, at no additional charge, with the Agent in all areas that Authorized User requires. If an Agent is used for processing Supplier's invoices, Supplier must agree to send billing detail directly to the Authorized User and the Agent, at no additional cost to the Authorized User.

Supplier will not require any such Agent to execute a Non-Disclosure Agreement (NDA) as long as such Agent is under NDA with VITA or the Authorized User.

14. REPORTING

Supplier is required to submit to VITA the following monthly reports:

- i. Report of Sales; and
- ii. Small Business Procurement and Subcontracting Report

These reports must be submitted using the instructions and further detailed requirements and templates found at the following URL: <http://www.vita.virginia.gov/scm/default.aspx?id=97>. Suppliers are encouraged to review the site periodically for updates on Supplier reporting requirements and methods. As required by Executive Order 20 (2014) in addition to the requirements in the Invoice Procedures section of this Contract, Supplier shall provide to VITA at the time the final invoice is sent

to the Authorized User, a SWaM Subcontracting Certification of Compliance certifying that Supplier has fully complied with the Contract's Supplier Procurement and Subcontracting Plan ("Plan"), originally submitted with Supplier's Proposal. If Supplier has not fully complied, meaning there is any variance between the proposed and contractually bound Plan and the actual subcontractor spend by Supplier, the SWaM Subcontracting Certification of Compliance must include a written explanation of any variances between the Plan and the actual participation. Further, VITA may require Supplier to submit on a scheduled basis (monthly, quarterly, or other frequency) a SWaM Subcontracting Certification of Compliance detailing Supplier's compliance or variance under the contract to-date, along with any variance explanation. All submitted SWaM Subcontracting Certifications of Compliance shall be certified and signed by Supplier's contractually authorized representative. The Supplier's SWaM Subcontracting Certifications of Compliance shall be maintained by VITA in the procurement file. Should Supplier fail to comply with its contractually obligated Plan spend or fail to report its contractually obligated Plan spend, VITA may, at its sole discretion, prohibit or delay any renewals or extensions of the Contract, and/or may withhold any final payments due. Supplier's failure to comply shall be considered in the prospective award of any future contracts with Supplier. Failure to comply with all reporting and other requirements in this Section may result in default of the Contract.

Supplier shall report sales and pay to VITA the following monthly fees in accordance with instructions described on the Supplier Reporting webpage located at: <http://www.vita.virginia.gov/scm/default.aspx?id=97>. The report must match the electronic invoice. The Sales Reporting System used to report and submit your monthly sales data will include these fees and percentages:

- IFA: 2% of monthly sales

15. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors, advisors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User, so long as such third parties are not competitors of Supplier. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

Supplier agrees that all information that relates to the quantity, technical configuration, type, destination, location and amount of use of a service under the contract obtained by Supplier as a result of providing service pursuant to this Contract will be considered confidential to VITA and the ordering Authorized User and not to Supplier. This includes all such information included in reports and other deliverables prepared by Supplier.

All Supplier documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Supplier agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted herein.

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed by law, including the Virginia Freedom of Information Act (§§ 2.2-3700 *et seq.* of the Code of Virginia) or a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof, except to the extent any record is required by law to be retained) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

D. Confidentiality Statement

All Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract may be required by any Authorized User to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be deemed a breach of this Contract.

E. Customer Proprietary Network Information (CPNI)

By placing an order under the Contract, each and every Subscriber provides its consent to the disclosure, by Supplier to VITA or its designee, upon VITA's request, of its Customer Proprietary Network Information, as defined by the Federal Communications Commission, or other information, for purposes of managing the Services and Products provided under this Contract. VITA will protect the confidentiality of such information as provided under this Contract.

16. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, , Authorized User, or any other recipient of the Services, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all third party losses, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, penalties (whether criminal or civil) judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful misconduct or gross negligence of any employee, agent, or subcontractor of Supplier, (ii) any negligent act or omission of any employee, agent, or subcontractor of Supplier resulting in bodily injury or damage to real or tangible personal property, or (iii) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth, such approval not to be unreasonably withheld. In the event of a settlement between Supplier and a private institution of higher education who is an Authorized User of this Contract, such settlement shall be satisfactory to that institution. Notwithstanding the foregoing, indemnification under (iii) above for infringement or misappropriation shall not apply where the claimed infringement arises out of or results from: (a) Subscriber's, its Affiliate's or a User's content; (b) modifications to the Service by Subscriber, its Affiliate or a third party at the

direction of Authorized User, or combinations of the Service with any non-Supplier services or products by Subscriber or others; (c) Supplier's adherence to Subscriber's or its Affiliate's written requirements; (d) use of a Service in violation of this Agreement; or (e) actual or alleged infringement or misappropriation of intellectual property based on purchased equipment, software or third-party services.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall promptly notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and seek a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have. In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Services; or (b) replace or modify such infringing Services with reasonably equivalent non-infringing services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with comparable temporary replacement services, or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining alternative services in the event such Authorized User cannot benefit from the affected Services. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing Services, along with any other Services combined with, supported by or dependent upon the infringing Services, and refund the price paid to Supplier for such Services, less a reasonable value for the use of the Service.

B. Limitation of Liability

Except for liability with respect to (i) any intentional or willful misconduct or gross negligence of any employee, agent, or subcontractor of Supplier, (ii) claims for bodily injury, including death, and real and tangible property damage caused by the negligence of Supplier or Supplier's employee, agent or subcontractor, , (iii) Supplier's indemnification obligations, or (iv) Supplier's confidentiality obligations, , Supplier's liability shall be limited to the greater of One million dollars (\$1,000,000.00) or two times the total amount paid to the Supplier under this Contract as of the date of the event or circumstance giving rise to contractor's liability. Supplier agrees that it is fully responsible, and no limitation of liability will apply to the gross negligence or willful misconduct of its employees, agents, and subcontractors. EXCEPT 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, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT.

17. SECURITY COMPLIANCE

Supplier shall comply with all federal, state, and local laws and regulations applicable to the purchase of commercially available wireless products and services under the Contract. Supplier shall also comply with the applicable Commonwealth security policies and standards, as they relate to the services provided. The Commonwealth's security policies and standards are published by VITA and can be found at: <http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>, or a successor URL(s). Supplier further agrees to comply with all provisions of the relevant Subscriber's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Subscriber. In the event that Supplier cannot comply with one or more VITA or Subscriber security standards, Supplier will notify VITA or the affected Subscriber, as applicable, with which such standards Supplier cannot comply. VITA or the Subscriber, in their sole discretion, may elect to issue an exception for these deficiencies or may cancel Service from

Supplier. For any individual Subscriber's location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Any unauthorized release of proprietary or Personal information by the Supplier or any employee, agent or subcontractor of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall promptly notify VITA, Authorized User and Subscriber, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA, Authorized User or Subscriber to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, Authorized Users, Subscribers, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, charged to or recoverable from the Commonwealth, VITA, Authorized Users, Subscribers, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant to this Section.

18. INVENTIONS AND COPYRIGHTS

Supplier grants Authorized Users the right to use, copy, modify, transmit, and distribute for their benefit, for government use and purposes, including internal and third-party information processing, all papers, reports, forms, or other goods or materials developed under this Contract and delivered to the Commonwealth during the term of this Contract.

19. ACCEPTABLE USE POLICIES

Supplier and the Commonwealth agree that Supplier's Acceptable Use Policy ("AUP") attached hereto as Exhibit F, applies solely for all Products and Services acquired under this Contract unless agreed upon by both Parties in writing.

The AUP can only be changed or updated by written modification to this contract.

20. GENERAL PROVISIONS

A. Relationship Between VITA, Authorized Users and Subscribers; and Supplier

Supplier has no authority to contract for VITA or any Authorized User or Subscriber or in any way to bind, to commit VITA or any Authorized User or Subscriber to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User or Subscriber. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User or Subscriber, and neither VITA nor any Authorized User or Subscriber shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User or Subscriber is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, related to any federal, state or local withholding or employment taxes, and any penalties related to health care or employee benefits laws that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User or Subscriber, shall be reimbursed by Supplier upon demand by VITA or such Authorized User or Subscriber.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL, or any successor URL(s), are mandatory contractual provisions, required by law or by VITA, and are incorporated by reference:

https://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/StatutorilyMandatedTsandCs.pdf.

The contractual claims provision of §2.2-4363 of the Code of Virginia and the required eVA provisions found at: http://vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/eVATsandCs.pdf, or any successor URL(s), are also incorporated by reference.

For any orders or SOWs issued by an Authorized User under a Contract that will or may include the entry, handling, processing, storage, movement, sharing of or access to Federal Tax Information (FTI) by Supplier or any subcontractor of Supplier in any manner, IRS Publication 1075 shall apply to that order, SOW and Contract. The Tax Information Security Guidelines for Federal, State and Local Agencies – Exhibit 7, Safeguarding Contract Language, as appropriate, and the requirements specified in Exhibit 7 in accordance with IRC 6103(n) are included by reference and are located at this URL, or any successor URL(s): http://www.vita.virginia.gov/uploadedFiles/VITA_Main_Public/SCM/Mandatory_IRS_Pub_1075_for_FTIData.pdf, or any successor URL(s). Supplier hereby acknowledges that it will comply with all applicable requirements of these terms and IRS Publication 1075 in its entirety. Non-compliance with the terms and IRS Publication 1075 may be determined, solely by VITA, as a material breach of the applicable order or SOW or the Contract. Further, the use of the term "Contractor" in these terms and IRS Publication 1075 means the same as the term "Supplier," as defined and used in the Contract. FTI consists of federal tax returns and return information (and information derived from it) that is in the agency's (i.e., Authorized Users of this Contract, as defined herein) possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as Sensitive but Unclassified information and may contain personally identifiable information (PII).

The terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, adoption of revised eVA business requirements, or change to IRS Publication 1075. Supplier is responsible for verifying the correct and current version of this IRS publication and related safeguarding terms language and acknowledges that VITA Authorized User issuing the order or SOW will be held harmless. If a change is made to the mandatory terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit D hereto.

D. Licenses and Permits

Authorized User represents, warrants, and agrees that:

(a) Authorized User will obtain, prior to installation and at no cost to Supplier, all required approvals, licenses, permits, right of way, permitted use and consents from any and all applicable parties (including but not limited to landlords) to allow Supplier to install, maintain, repair, replace, remove, make Modifications to, and/or operate a System on the corresponding Premises. For clarification, Supplier will obtain, at no additional cost to Authorized User, all approvals, licenses, permits and consents required by the FCC, the respective State Public Utilities Commission or any other regulatory agency for the operation of the Supplier-owned components of the System.

E. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations

Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

F. Ethics in Public Contracting

By submitting their proposals, Suppliers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. In addition, supplier will disclose any actual or perceived conflicts of interest in its proposal and will notify VITA if it becomes aware of a potential conflict of interest in the future.

G. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any Services hereunder.

H. Taxes

The Commonwealth is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained from Authorized Users upon request. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

I. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or Subscriber or refer to VITA or any Authorized User or Subscriber, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User or Subscriber. In no event may Supplier use a proprietary mark of VITA or an Authorized User or Subscriber without receiving the prior written consent of VITA or the Authorized User or Subscriber.

J. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails,

postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- i). VITA and Supplier, if Supplier is incorporated in the Commonwealth of Virginia, at the addresses shown on the signature page.
- ii). Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically

K. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

L. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Neither VITA nor Supplier may assign, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of the other Party, except to an affiliate.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

M. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

N. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

O. Survival

The provisions of this Contract regarding License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

P. 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. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

Q. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users and Subscribers reserve any and all other remedies that may be available at law or in equity.

R. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any Authorized User.

S. Unauthorized Sales

Supplier agrees that it is not engaging, and shall not engage, during the term of the Contract (including any renewal period or period of Transition Assistance), in selling services to Commonwealth executive branch agencies, as defined in §2.2-2006 of the Code of Virginia, except pursuant to this Contract. Pursuant to §2.2-2012 of the Code of Virginia, as interpreted by VITA, all Commonwealth executive branch agencies are required to purchase Wireless Services under the terms of this Contract, and Supplier will work to bring all Commonwealth executive branch agency sales under this Contract. Should a Commonwealth executive branch agency purchase outside of this Contract, the Supplier shall promptly notify VITA to the extent permitted by contract or law, and work with VITA and the Commonwealth executive branch agency to move the Commonwealth executive branch agency's service under this contract.

T. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

U. Order of Precedence

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, Exhibit A, then any specific order. In the event of a conflict or inconsistency between the negotiated terms of this Contract and any provision incorporated by reference into the Contract (e.g., a section of an Acceptable Use Policy), the negotiated terms of this Contract shall take precedence. For purposes of this section, a "conflict" exists with respect to a subject that has been comprehensively addressed in the Contract when supplementary terms contained in a provision incorporated by reference would alter the rights and obligations of the parties set forth in the Contract.

V. Counterparts and Electronic Signatures

This Contract may be executed in multiple counterparts, each of which, when assembled to include an original signature for each Party to this Contract, will constitute a complete and fully executed original. All fully executed original counterparts will collectively constitute a single agreement. Signatures transmitted by fax or electronic mail (in portable data format (PDF)) are also permitted as binding signatures to this Contract.

W. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Service Fees
- ii). Exhibit B Service Requirements
- iii). Exhibit C Telecommunications Service Order (TSO) Template
- iv). Exhibit D Certification Regarding Lobbying
- v). Exhibit E Individuals Authorized to Order Services

- vi). Exhibit F Supplier Acceptable Use Policy
- vii). Exhibit G Supplier Procurement and Subcontracting Plan
- viii). Exhibit H Equipment and Accessory Pricing

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

To the extent that any order issued hereunder includes any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force or effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

SUPPLIER

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Address for Notice:

Attention: _____

VITA

By: Nelson P. Moe
(Signature)

Name: NELSON P. MOE
(Print)

Title: CHIEF INFORMATION OFFICER

Date: 11/13/2017

Address for Notice:
11751 MEADOWVILLE LN

CHESTER VA 23836
Attention: Contract Administrator

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

SUPPLIER

By: 
(Signature)

Name: Mark Flister
(Print)

Title: Sr. Contract Manager

Date: November 13, 2017

Address for Notice: 7229 Parkway Drive
Hanover, MD 21076
Attention: _____

VITA

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Address for Notice: _____

Attention: Contract Administrator

EXHIBIT A – SERVICE FEES

1. Effective Date

The effective billing date for new lines of services shall be the date of order, and December 1, 2017 existing customers transitioning to new rate plans.

2. Basic Pay-As-You-Go Voice Only Plan

Plan	Support ed Devices	Included Voice Minutes	Included LTE/4G Data	Additional Data (1X Speed)	MRC Cost Per Line
National Flat Rate	Feature	None	None	NA	\$8.16

- No Additional discounts apply
- Text, Picture and Video Messaging and Data service are Blocked as a Default on this plan
- All Voice Minutes are billed at \$0.15 per minute.
- Text, Picture and Video Messages are billed at \$0.30 ea. (Text) and \$0.40 (Pic) (Incoming and Outgoing)
- Unlimited Business Messaging may be added to this plan

3. Pooled Voice Plans

Plan	Supported Devices	Includ ed Voice Minute s	Included LTE/4G Data	MRC Cost Per Line
Add a Line	All	0	None	\$15.99
300 Min Pooled	All	300	None	\$20.80
450 Min Pooled	All	450	None	\$24.47
900 Min Pooled	All	900	None	\$32.63
Unlimited Voice	All	Unlimit ed	None	\$33.65

- Price plans are based on individual lines, but are pooled at the account level
- Unlimited Voice plan does not participate in the pool
- Unlimited Text and Picture messaging included on all above plans
- Voice Overage charge for the pool is \$0.10 per minute
- Roaming to Mexico included

4. Pooled Voice and Data Plans

Plan	Supported Devices	Included Voice Minutes	Included LTE/4G Data	MRC Cost Per Line
Add a Line	All	0	Unlimited	\$36.71
300 Min Pooled	All	300	Unlimited	\$43.85
450 Min Pooled	All	450	Unlimited	\$45.89
900 Min Pooled	All	900	Unlimited	\$55.07
Unlimited Voice	All	Unlimited	Unlimited	\$56.09

- Price plans are based on individual lines, but are pooled at the account level
- Unlimited Text and Picture messaging included on all above plans
- The Unlimited Voice plan does not participate in the pool
- Roaming to Mexico included

5. Data Plans

Plan	Included Voice Minutes	Included LTE/4G Data	MRC Cost Per Line	Overage Cost
2GB Pooled	None	2GB	\$20.80	\$10/GB
22GB Throttled	None	22GB	\$36.71	NA
Unlimited Un-Throttled	None	Unlimited	\$38.75	NA

- The above plan is for Devices supporting DATA (Smartphones, Tablet, Aircard, modem, router, MiFi, etc.)
- Data will be throttled on the 22GB Throttled plan to 3G data speeds after 4G data limit is reached
- Text Messaging is Blocked on the above plans unless these are added to a rate plan that already includes messaging or Unlimited Business Messaging is selected for the device.

6. International Feature Add-on

Plan	Included Text Messaging	Included Data	MRC Cost Per Line	Voice Calls Per Minute	Data Overage Charge
World Connect	None	None	\$5.00	NA	NA
Passport	Unlimited	120mb	\$40.00	\$1.00	\$0.25
Passport Silver	Unlimited	300mb	\$60.00	\$0.50	\$0.20
Passport Gold	Unlimited	800mb	\$120.00	\$0.35	\$0.15

- These Features may be added to any Voice and Data Bundle
- No Voice Minutes are included
- World Connect provides discounted International calling from the US, Puerto Rico, and the US Virgin Islands to selected countries. Details can be found at att.com/Worldconnect

7. Messaging Toolkit

Pricing in the table represents license costs for AT&T Messaging Toolkit

Product Type	Product Description	AT&T SOC Code / SKU Item ID	NRC/MRC	Monthly Recurring Price (MRC)
	Standard Plans			
License	30 Day Trial	TLKT30DAY	MRC	N/A
License	Multi 2,000	TLKT2000	MRC	\$79
License	Multi 3,000	TLKT3000	MRC	\$112
License	Multi 4,000	TLKT4000	MRC	\$137
License	Multi 5,000	TLKT5000	MRC	\$162
License	Automation 7,500*	TLKT7500A	MRC	\$220
License	Automation 10,000*	TLKT10K	MRC	\$307
License	Automation 20,000*	TLKT20K	MRC	\$515
License	Automation 30,000*	TLKT30K	MRC	\$697
License	Automation 50,000*	TLKT50000	MRC	\$1,038
License	Automation 75,000*	TLKT75000	MRC	\$1,330
License	Automation 100,000*	TLKT100K	MRC	\$1,577
License	Automation 150,000*	TLKT150KA	MRC	\$2,324
License	Automation 200,000*	TLKT200KA	MRC	\$2,905
License	Automation 300,000*	TLKT300KA	MRC	\$4,150
License	Automation 400,000*	TLKT400KA	MRC	\$5,146
License	Automation 500,000*	TLKT500KA	MRC	\$6,225
License	Automation 750,000*	TLKT750KA	MRC	\$9,130
License	Automation 1,000,000*	TLKT1MA	MRC	\$11,620

- Automation 7500 and Higher include access to programming API and marketing automation features at no additional charge

8. AT&T Global Smart Message Suite

	Included Monthly Outbound Text Messages	Included Monthly Picture (MMS) Messages	Monthly Recurring Charge (MRC)	Overage Text Message	Overage MMS Message
GSMS	10,000	0	\$880	\$0.025	\$0.13

- No further discounts included
- A One-Time Setup Fee of \$3,300 is required
- Price includes all standard advertised feature of the Suite, including API

9. Machine to Machine (Telemetry)

M2M Data Plan Name	Included Data	MRC	Overage
M2M Pooled Data 1mb	1mb	\$3.06	\$2.00/mb
M2M Pooled Data 2mb	2mb	\$4.08	\$2.00/mb
M2M Pooled Data 5mb	5mb	\$5.10	\$2.00/mb
M2M Pooled Data 10mb	10mb	\$6.12	\$2.00/mb
M2M Pooled Data 250mb	250mb	\$12.24	\$2.00/mb

- M2M plans are not eligible for further discounts
- Text Messages (SMS) to on the 1mb plan devices are billed at \$0.30 each, MMS at \$0.40 each
- M2M plans are provisioned for the highest data rate (LTE/3g/2g) available in the service location

10. Optional Features

Unlimited Tethering	\$10.20 mo.
ePTT for National Flat Rate Plan	\$13.77 mo.
ePTT Only (no voice or data plan required)	\$18.31 mo.
ePTT add-on.	\$3.05 mo.
Unlimited Business Messaging (For National Flat Rate Plan)	\$2.55 mo.

- Optional Features are not eligible for further discounts
- Unless stated all costs are per month, per line

11. Taxes, Fees, and Surcharges

Pricing in this Exhibit A does not include applicable taxes, fees or surcharges (collectively “fees”). Fees vary by state and local areas and are subject to change without notice. Applicable taxes, fees and surcharges include, but are not limited to, the following

Federal Universal Service Fund Domestic	\$10.20 mo.
Federal Universal Service Fund Surcharge International	\$13.77 mo.
Regulatory Cost Recovery Charge	\$18.31 mo.
Administrative Fee	\$3.05 mo.
Other fees and surcharges	\$2.55 mo.

EXHIBIT B – SERVICE REQUIREMENTS

A. Service Commencement Date

The Supplier shall begin delivery of Services on the date requested by VITA or the USF Subscriber and agreed to by the Supplier in an order. VITA or a USF Subscriber may delay the Service commencement date by notifying the Supplier at least three (3) days before the scheduled Service commencement date.

VITA requires that Supplier provide delivery equal to or better than that provided its commercial and retail customers. Failure to comply with this provision may be considered grounds for termination of this Contract.

B. Response

Throughout the Contract term, including any extensions thereto, Supplier shall respond to reports of interruption of Service and acknowledge all requests for restoration of Service with a status report within one (1) hour after notification by VITA or a Subscriber that a Service or Product failure has occurred. Supplier shall include in its status report a description of the failure and the estimated time to repair/restore Services. Updates shall be provided every two hours until resolution.

C. Product Replacement

In the event that a replacement Product is required for Subscriber to continue to use a Service, Supplier shall deliver such replacement to Subscriber within 2 business days of the determination that replacement equipment is required.

D. Service Levels and Remedies

Supplier shall provide a Single Point of Contact (SPOC) for the reporting of service problems encountered by VITA or Subscriber while using the Services. Supplier shall provide local SPOC representatives for the reporting of Service and Product problems during normal business hours (8:00 a.m. to 5:00 p.m. Eastern time, Monday-Friday, excluding state holidays). As an alternate and during non-business hours, the SPOC shall provide representatives available twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays, via a toll free telephone number.

E. Requirements

Supplier's response to RFP #2017-07 is incorporated by reference into this Exhibit B.

EXHIBIT C – TELECOMMUNICATIONS SERVICE ORDER (TSO) TEMPLATE

PRINTED FROM VTA-SOS ON 20070423 AT 15:34:43.6 BY MISMAM 704805-999-VTA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
110 SOUTH 7TH STREET, RICHMOND, VA 23219

TELECOMMUNICATIONS SERVICE ORDER
*** OC&C SERVICE ONLY - NO FACILITY DETAIL SHEETS ATTACHED ***

```

*****
* VTA ORDER NO : 704805-999-VTA                                PROJECT: MAM-0423
* ACCOUNT NO. : VTA999                                         REQUESTED DUE DATE: 20070502
* VTA CONTACT : MARGARET A. MORAN
* TELEPHONE : 804/371-8534
* COPY TO :
*****

```

***** VTA APPROVAL : _____ DATE: _____ *****

```

ACTIVITY CODE: 0136000
AGENCY          : VA INFORMATION TECHNOLOGIES AGY
COORDINATOR     : PAUL HOPPES, ALVIN SEAY
ADDRESS         : 110 SOUTH 7TH ST.
CITY            : RICHMOND
STATE          : VA
TELEPHONE       : 804/371-5580
                ZIP: 23219

```

```

*****
* VENDOR      : VIRGINIA INFORMATION TECHNOLOGIES AGENCY
* ADDRESS     : 110 SOUTH 7TH STREET
* CITY        : RICHMOND
* STATE       : VA
* REMARKS TO VENDOR:
*
* ZIP: 23219
*****

```

SERVICE REP: _____

TELEPHONE : _____ DUE DATE: _____

S.O. NOS : _____

REMARKS FROM VENDOR:

SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 1 OF 2

XYZ COMPANY

CONTACT: JANE DOE
SERVICE ADDRESS: 110 S. 7TH ST.
RICHMOND, VA 23219

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Printed Name: _____

Organization: _____

Date: _____

EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES

Margaret Moran

Pamela Wood-Henry

Linda Brown

EXHIBIT F – SUPPLIER ACCEPTABLE USE POLICY

To be notified of changes to the Acceptable Use Policy, please complete the form available at <http://www.corp.att.com/aup/subscribe.html>.

Introduction

Supplier 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 Subscribers the ability to use AT&T's network and the Internet without interference or harassment from other users. Supplier's Acceptable Use Policy ("AUP") is designed to help achieve these goals.

By using IP Service(s), as defined below, Subscriber(s) agrees to comply with this Acceptable Use Policy and to remain responsible for its users. Supplier may change or modify the terms of the AUP from time to time, subject to VITA's written concurrence, which shall not be unreasonably withheld. Notwithstanding the foregoing, Supplier may modify the terms of the AUP when required by law to do so, without the concurrence of VITA.

Scope of the AUP

The AUP applies to the Supplier 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:

Supplier 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 Supplier-branded website or from a website that contains Supplier-branded content is a violation of this AUP.

Illegal Use:

The Supplier's Network will be used only for lawful purposes. A Subscriber will not transmit, distribute or store any material in violation of any applicable law or regulation. 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 Supplier 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 Supplier provided web hosting, Supplier reserves the right to decline to provide such services if the content is determined by Supplier 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:

Supplier 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 Supplier at the following e-mail address: cp@abuse-att.net. Supplier 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 Supplier network or of the networks with which Supplier 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 Subscriber 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

Subscribers 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 Supplier's (or any third 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 Subscriber's account to stay logged on while Subscriber 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 Supplier'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.

Subscriber Responsibilities

Supplier has no responsibility for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. Supplier has no responsibility for any material created on the Supplier's network or accessible using IP Services, including content provided on third-party websites linked to the Supplier 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 Supplier of the content(s) of such sites.

Subscribers 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

Subscriber's failure to observe the guidelines set forth in this AUP may result in Supplier taking actions anywhere from a warning to a suspension or termination of Subscriber's IP Services. If Supplier suspects that the Service is being abused or used for fraudulent purposes, Supplier shall provide VITA with a notice of an AUP violation via e-mail or otherwise allowing the Upon receipt of notification from Supplier, VITA Security shall immediately contact that agency or user regarding the suspected AUP violation and take any necessary steps to correct the violation.

If VITA has not resolved the suspected violation of the AUP within 20 days after receiving notice from Supplier, Supplier may suspend the affected Service Components until the violation has been rectified. Supplier reserves the right, however, to suspend immediately when: (i) Supplier's suspension is in response to multiple or repeated AUP violations or complaints; (ii) Supplier is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) Supplier reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if Supplier were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of Supplier's network or networks with which Supplier is interconnected or may interfere with another customer's use of Supplier services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to Supplier, Supplier's customers or its or their respective employees. To the extent feasible, any such suspension shall be limited to the affected service components, and only so long as the violation has not been rectified.

Incident Reporting

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

Contact Information:

Any notification that Supplier sends to its customers pursuant to this AUP will be sent via e-mail to the e-mail address on file with Supplier, or may be in writing to customer's address of record. It is Subscriber's responsibility to promptly notify Supplier of any change of contact information.

EXHIBIT G – SUPPLIER PROCUREMENT AND SUBCONTRACTING PLAN

EXHIBIT H – EQUIPMENT AND ACCESSORY PRICING

Device and Accessory Pricing shall be submitted on or about the 1st of each month, in a spreadsheet format mutually agreed to (the “Price List”). The Price List shall provide the Equipment costs applying to devices purchased during that calendar month. Only devices appearing on the Price List are eligible for purchase. Devices may be added or deleted during the month, and prices reduced by the replacement of the Price List in its entirety.

The Price List shall indicate the Full, outright purchase cost for each device and accessory. For each device, The Price List may also contain discounted incentive (Promotional) pricing available to new customers or those eligible for a discounted equipment “refresh” in accordance with contract terms.

Any Promotional pricing for new and upgrading customers shall be available to all such customers regardless of rate plan or other factors.