SUBJECT: Piggyback State of Florida Contract #DMS-19/20-006A for Mobile Communication Services

BID #: PSC-0310-22 OPEN DATE: 05/14/2021

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – PERIOD OF SERVICE FROM AUGUST 4, 2021 THROUGH AUGUST 3, 2026, WITH FIVE (5) ONE YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: Piggyback State of Florida Contract #43230000-15-02 Licensing Solutions Providers (LSP) of Microsoft Software and Services

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to retroact the period of service from January 1, 2022 to date of award.
Recommend approval to Piggyback State of Florida Contract #DMS-19/20-006A for Mobile Communication Services, with AT&T Corp. for wireless cell phones, smartphones, and data devices. Period of service will be from date of award through December 31, 2026. The requested total expenditure not-to-exceed $371,800.00.

FUNDING SOURCE: 53101.113001.541050.000000.00000000.00000.0000000, to be executed by formal contract through Office of General Counsel and process via purchase order(s)

ATTACHMENTS: Recommendation Memo; Risk Approval; State Contract; Vendor Quote

ANALYST: _____ RESPECTFULLY SUBMITTED _____
RUBEN OLA GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division/CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: December 7, 2021

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2021.12.08 15:22:15 -05'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

THOMAS OSSI — Digitally signed by THOMAS OSSI Date: 2021.12.07 14:40:33 -05'00'

RE: **AT&T Mobility State of Florida Contract - Recommendation Memo**

The Information Technologies Division (ITD), requests approval to piggyback on the State of Florida (SOF) Department of Management Services Supply Contract – Contract #DMS-19/20-006A for Mobile Communication Services.

The State of Florida Department of Management Services – Contract #DMS-19/20-006A for Mobile Communication Services is effective from August 4, 2021 to August 3, 2026.

ITD Expenditures	
Coverage Period	**Estimated Expenses**
January 1, 2022 - December 31, 2022	$70,000
January 1, 2023 - December 31, 2023	$73,200
January 1, 2024 - December 31, 2024	$74,900
January 1, 2025 - December 31, 2025	$76,100
January 1, 2026 - December 31, 2026	$77,600
Total Not to Exceed Amount	$371,800

ITD Management recommends utilizing the SOF Mobile Communications Services Agreement for wireless cell phones, smartphones, and data devices. The period of service will begin January 1, 2022 through December 31, 2026.

Tracy Geake — Digitally signed by Tracy Geake Date: 2021.12.08 09:57:14 -05'00'

The maximum indebtedness on this award will be $371,800.00
Funding Source:53101.113001.541050.000000.00000000.00000
Upon award approval, ITD will request a formal contract through the Office of General Counsel.

Your favorable consideration of ITD's request is appreciated.

Attachments: AT&T Mobility State of Florida Contract DMS-19/20-006A
AT&T State of Florida Pricing

CC: Jeremy McDaniel, Network & Telecom Infrastructure Manager
Elizabeth Brown, IT Operations Manager
William Costa, Infrastructure Manager

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/04/2022

APPROVED
By WVerdejo at 3:00 pm, Jan 04, 2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
701 Market Street, Suite 1100
St. Louis, MO 63101

CN103150778-GAW-CRT-21-22 Y Y cw3669 Y

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX** (A/C, No):
E-MAIL ADDRESS: Att.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AT&T Corp.
One AT&T Plaza
208 South Akard
Room 1820
Dallas, TX 75202

COVERAGES **CERTIFICATE NUMBER:** CHI-007339513-22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	MWZY 313636 21	06/01/2021	06/01/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY			MWTB 313635 21	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	MWC 313638 21 (AOS)	06/01/2021	06/01/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Excess Workers' Compensation / Employers' Liability			MWXS 313639 21 (OH,WA) See Second Page	06/01/2021	06/01/2022	EL Each Accident / EL Disease	1,000,000
							EL Disease-Policy Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jacksonville, its members, officials, officers, employees and agents is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance. Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by written contract and allowable by law.

CERTIFICATE HOLDER
City of Jacksonville
Attn: CHief of Risk Management
117 W Duval Street, Suite 335
Jacksonville, FL 32202

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc

Manasi Mukherjee

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AGENCY CUSTOMER ID: CN103150778

LOC #: St. Louis

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.◆	AT&T Corp.◆ One AT&T ◆208 South Akard◆ Room 1820◆ Dallas, TX 75202
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

◆◆

◆◆

Excess Workers' Compensation -MWXS 313639 21 (OH-WA) ◆

Self Insured Retentions ◆

OH & WA - $500,000,000 (except Terrorism) ◆

OH & WA - $600,000,000 Terrorism◆◆

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IL 10 (12106) OLD REPUBLIC INSURANCE COMPANY

THISENDORSEMENT CHANGESTHE POLICY. PLEASE READIT CAREFULLY.

DESIGNATED ENTITY - NOTICEOF CANCELLATION PROVIDED BY US

SCHEDULE

Numberof Days Notice of Cancellation: 30

Person or Organiution:
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Provisions

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IL 10 (12106) OLD REPUBLIC INSURANCE COMPANY

THISENDORSEMENT CHANGESTHE POLICY. PLEASE READIT CAREFULLY.

DESIGNATED ENTITY - NOTICEOF CANCELLATION PROVIDED BY US

SCHEDULE

Numberof Days Notice of Cancellation: 30

Person or Organiution:
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OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION ANO EMPLOYERS' LIABILITY POLICY

DESIGNATED ENTITY•NOTICEOF CANCELATION PROVIDED BY US ENDORSEMENT

SCHEDULE

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MOTO CARRER COVERAGE FORr;

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

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COMMERCIAL GENERAL II..•BLrTY CCVERAGE PART

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S&etion II - Who Is An Insured iSamended to incru<::e asan insured tile pe,son or organ ui lion shown in li te S..:h::l! uk:. !J•Jl ou ly w illl I l,lot;lto litlbill y .uisiny oul :,f 'youi work' i ll ,tll ; /01..:..liun <..' ig11alc U; ui J du:s;;1i!x:d i11 tltu schedule of this cnd :irscmc nt pcrfo rmod for lhd insu red and inclu:lc d in the •prod ucts -<omplctod opcu 1tions ha: an:!".

at&t	Mobile Communication Services (MCS)	SUNCOM Contract No.: DMS-19/20-006 End User Price List (EUPL)
DETAILED PRODUCT DESCRIPTION		
VOICE (PER MINUTE) RATE PLAN	**SOC CODE**	**CONTRACT PRICE**
(Flat Rate) Per Minute Voice Plan	ODNN00360	4.0¢ Nationwide Rate with 500 Mobile-to Mobile minutes and 500 Nights & Weekend minutes with 4.0¢ Overage

Example: (Flat Rate) Per Minute Voice Plan (4.0¢ Nationwide Rate with 500 Mobile-to-Mobile minutes and 500 Nights & Weekend minutes with $0.04 Overage) plus MSG3 (Unlimited Messages (SMS/MMS)) for $5.15 = $5.15/month plus any per minute voice charges.

Government Nation Flat Rate Voice Plan
AT&T Government Nation Flat Rate lets you pay by the minute with a flat per-minute rate on calls made or received anywhere on the AT&T network. And, you can take advantage of our national network with no roaming charges. Available only to Government customers with a qualified wireless Government agreement from AT&T ("Government Agreement") and their respective Corporate Responsibility Users ("CRUs"). Flat Rate Plans are only available to customers' CRUs whose principal residence or principal Government office is within an eligible AT&T Wireless network area that has been fully integrated and has the system capacity to support Flat Rate Plans.

Minute Increment Billing and Usage
Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&T charges a full-minute increment of usage for every fraction of the
last minute used on each wireless call. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Unanswered outgoing calls of 30 seconds or longer will incur airtime.

Mobile to Mobile Minutes
If applicable to your plan, Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&T voicemail and return calls from voicemail are not included.

Nights and Weekends
Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at the cell site or switch providing your Service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the Services area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. Additional charges apply to Services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands.

VOICE POOLED MINUTE PLANS	SOC CODE	CONTRACT PRICE
100 Min Pooled Voice Plan (Nationwide)	GOVP100	$18.54, 25¢/min over 100; unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes
200 Min Pooled Voice Plan (Nationwide)	GOVP200	$20.60, 25¢/min over 200; unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes
300 Min Pooled Voice Plan (Nationwide)	GOVP300U	$23.69, 25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
400 Min Pooled Voice Plan (Nationwide)	GOVP400U	$24.99, 25¢/min over 400; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
500 Min Pooled Voice Plan (Nationwide)	GOVP500	$31.93, 25¢/min over 500; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
600 Min Pooled Voice Plan (Nationwide)	GOVP600	$32.99, 25¢/min over 600; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
700 Min Pooled Voice Plan (Nationwide)	GOVP700	$33.99, 25¢/min over 700; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
800 Min Pooled Voice Plan (Nationwide)	GOVP800	$39.14, 25¢/min over 800; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
900 Min Pooled Voice Plan (Nationwide)	GOVP900	$41.20, 25¢/min over 900; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
1000 Min Pooled Voice Plan (Nationwide)	GOVP1000	$45.32, 25¢/min over 1000; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
6000 Min Pooled Voice Plan (Nationwide)	GOVP6000	$131.84, 25¢/min over 6000; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes

Government Voice Pooled Nation Plan

Customer's Corporate Responsibility User's (CRU's) may activate service on the Government Voice Pooled Nation Plans described above ("Pooled Plans"). Government CRU's on a Pooled Plan aggregate, or "pool", their Anytime Minutes in a single account (a "Pool"). Every billing cycle, each CRU first uses his or her Anytime Minutes. If a CRU does not use all his or her Anytime Minutes, it creates an underage in the amount of unused Anytime Minutes ("Under Minutes"). If a CRU uses more than his or her Anytime Minutes, it creates an overage with respect to Anytime Minutes ("Over Minutes"). The Pool's Under Minutes and Over Minutes are then aggregated respectively and compared. If the aggregate Under Minutes exceeds the aggregate Over Minutes, then no CRU in the Pool pays Additional Minute charges. If the aggregate Over Minutes exceeds the aggregate Under Minutes, then the ratio of Under Minutes to Over Minutes is applied to the Anytime Minutes of each CRU in the Pool with Overage Minutes, resulting in a monetary credit against the corresponding Additional Minute charges. For example, if a Pool has 900 Under Minutes and 1000

Over Minutes (90%), then each CRU with Over Minutes will receive a credit equal to 90% of his or her Additional Minute charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Pool; however, an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to Government needs and system limitations. CRUs on Pooled Plans and end users on prior versions of AT&T's wireless pooled plans, including but not limited to Government National Pooled Plans and Government Local Pooled Plans, cannot be in the same Pool. End users on non-pooling wireless plans from AT&T may be included in the same account as CRUs on the Pooled Plans; however, these non-pooling end users will not receive the pooling benefits or contribute Anytime Minutes to the Pool. Mobile-to-Mobile Minutes, Night & Weekend Minutes and/or any other promotional minutes are not included in a Pool. Nights and Weekend Minutes and Mobile to Mobile Minutes cannot be pooled. When your entire pool of minutes has been retired, additional minutes inside the AT&T Government Pooled Nation plan National Service Area is $0.25 each. Call-forwarded minutes are charged at the additional airtime per-minute rate of the rate plan. Consolidated invoicing required.

UNLIMITED VOICE PLAN	SOC CODE	CONTRACT PRICE
Unlimited Voice Plan (Nationwide)	BN7NM0A60	$49.99

Unlimited Voice Services

Unlimited voice Services are provided primarily for live dialog between two individuals. If your use of unlimited voice Services for conference calling or call forwarding exceeds 750 minutes per month, AT&T may, at its option, terminate your Service or change your plan to one with no unlimited usage components. Unlimited voice Services may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which don't consist of uninterrupted live dialog between two individuals. If AT&T finds that you're using an unlimited voice Service offering for other than live dialog between two individuals, AT&T may, at its option terminate your Service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the CRU's service.

PER MEGABYTE; DATA PLAN	SOC CODE	CONTRACT PRICE
Per MB; Data	MPPU	Allowed on feature phone only ($0.00 MRC, $2.00/MB overage)

Pay Per Use Data Plan
Provides Pay-Per-Use (PPU) data. PPU plan is auto-attached to all activations. Mobile Web Data Packages are Bolt-On features for handset browsing and CANNOT be used on BlackBerry, iPhone, LaptopConnect, or Smartphone devices Note: Data Pay Per Use is available. However, customers should be discouraged from using PPU with these equipment types due to potential high usage charges. These plans should NOT be used for Tethering customers. Customers may be removed from these plans if improper usage is determined. These plans do NOT include International Roaming! Connect to the mobile web, email, search applications and more. Customer must have a voice plan provisioned. Feature(s) must be added on a per line basis.

SMARTPHONE HOTSPOT/TETHERING DATA PLANS	SOC CODES	CONTRACT PRICE
5GB Hotspot/Tethering Pooled Data Plan (Does Not Include Messaging) MSG3 (Unlimited Messaging) may be added depending on the voice plan selected	BDPP50, BDPSML50, BDPBB50E, BDPBL50E, BDPIP50E, BDPIPS50E	$32.96, $0.015 per MB over 5GB (Pooled)

Example: GOVP300U ($23.69, 25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Mobile-to-Mobile minutes) plus BDPIP50E ($32.96, $0.015 per MB over 5GB (Pooled)) = $56.65/month. If you need unlimited messaging, you add the MSG3 (Unlimited Messages (SMS/MMS)) for $0.00 = $56.65/month.

Government Data Pooled Nation Plan

Make managing your mobile workforce easier than ever. Pooled wireless data access is a simple and economical way to share data among Corporate Responsibility Users (CRUs). Workers use the data they need. Light users and heavy users can help balance each other out. It's a smart way to help control costs. Within a single Billing Account Number ("BAN"), CRUs activated on separate Government Pooled Nation for Data Plans are combined to create a "Data Pool." Every billing cycle, each CRU first uses his or her plans included domestic data usage ("Included Usage"). If a CRU does not use all his or her Included Usage, it creates an underage in the amount of the unused KB of data usage ("Under Usage"). If a CRU uses more than his or her Included Usage, it creates an overage in the amount of the excess KB of data usage ("Over Usage"). The Data Pools Under Usage amounts for each CRU and Over Usage amounts for each CRU are then aggregated respectively and the totals are compared. If the aggregate Under Usage amount exceeds the aggregate Over Usage amount, then the difference is allocated among each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice equal to the amount of each such CRU's additional data usage charges. Any excess Under Usage will be forfeited. If the aggregate Over Usage amount exceeds the aggregate Under Usage amount, then the ratio of Under Usage to Over Usage is applied equally to the data usage of each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice against each such CRU's corresponding additional data usage charges to partially offset such charges. For example, if a Data Pool has 900 Under Usage KB and 1000 Over Usage KB (which means a ratio of 90%), then each CRU with Over Usage will receive a bill credit equal to 90% of his or her additional data usage charges. CRUs changing price points or migrating Government Pooled Nation for Data plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Data Pool within a Foundation Account Number; however, CRUs in one Data Pool cannot take advantage of another Data Pools Under Usage, and each CRU can only participate in one Data Pool at a time. AT&T reserves the right to limit the number of CRUs in a Data Pool due to Government needs and system limitations. CRUs on non-pooling AT&T plans may be included in the same BAN as CRUs on Government Pooled Nation for Data Plans; however, these non-pooling CRUs will not receive the pooling benefits or contribute Included Usage to other CRUs in a Data Pool. Additional terms and conditions apply – for details, see your company's Government Agreement, including without limitation, the "Enterprise Customers: Additional Service and Equipment Related Terms" found at www.att.com/abs-addtl-terms. Wi-Fi: Wi-Fi enabled device required. Wi-Fi access includes AT&T Wi-Fi Basic. Other restrictions apply. See attwifi.com for details and locations. International roaming not included.

AT&T Data Plans with Tethering

Tethering is a wireless or wired method in which your AT&T mobile device is used as a modem or router to provide a Internet Access connection to other devices, such as laptops, netbooks, tablets, Smartphones, other phones, USB modems, network routers, mobile hotspots, media players, gaming consoles, and other data-capable devices. AT&T data plans with tethering enabled may be used for tethering your AT&T Mobile device to other devices. If you are on a data plan that does not include a monthly megabyte allowance and additional data usage rates, you agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month; prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Service (early termination charges may apply).

UNLIMITED SMARTPHONE DATA PLANS	SOC CODES	CONTRACT PRICE
Unlimited Data Plan (Includes Unlimited Messaging)	RLTEEMB1, RLTEEMB2, RHSEMB1, RHSEMB2, RGOVEJB5, RLTEMB1VG, RLTEMB1G, RLTBEMB1V, RLTBEMB1G	$23.69
Unlimited Data Plan (Does Not Include Unlimited Messaging)	RLTESMTE2, RLTETBW7, RGOVEJN1, LTETBW7V, LTETBW7, RLTTBW7VG, RLTTBW7G, LTBTBW7, RLTBTBW7G, LTBTBW7V, RLTETBW7, LTBTBW7SV, LTBTBWS7	$23.69

Example: GOVP300U ($23.69, 25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Mobile-to-Mobile minutes) plus RLTEEMB1 ($23.69, Unlimited Data Plan with Unlimited Messaging) = $47.38/month.

Intended Uses Of AT&T's Wireless Data Service

AT&T's wireless data network is a shared resource, which AT&T manages for the benefit of all of its customers so that they can enjoy a consistent, high-quality mobile broadband experience and a broad range of mobile Internet services, applications and content. However, certain activities and uses of the network by an individual customer or small group of customers can negatively impact the use and enjoyment of the network by others. Therefore, certain activities and uses of AT&T's wireless data service are permitted and others are prohibited. The terms and conditions of your use of **AT&T's wireless data service are set forth below**

Permitted Activities. AT&T's wireless data services are intended to be used for the following permitted activities: (i) web browsing; (ii) email; and (iii) intranet access if permitted by your rate plan (for example, access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation); (d) uploading and downloading applications and content to and from the Internet or third-party application stores, and I using applications and content without excessively contributing to network congestion.

You agree to use AT&T's wireless data services only for these permitted activities

Prohibited Activities: AT&T's wireless data services are not intended to be used in any manner which has any of the following effects and such use is prohibited if it: (a) conflicts with applicable law, (b) hinders other customers' access to the wireless network, (c) compromises network security or capacity, (d) excessively and disproportionately contributes to network congestion, I adversely impacts network service levels or legitimate data flows, (f) degrades network performance, (g) causes harm to the network or other customers, (h) is resold either alone or as part of any other good or service, (i) tethers a wireless device to a computing device (such as a computer, Smartphone, eBook or eReader, media player, laptop, or other devices with similar functions) through use of connection kits, applications, devices or accessories (using wired or wireless technology) and you have not subscribed to a specific data plan designed for this purpose, or (j) there is a specific data plan required for a particular use and you have not subscribed to that plan.

The following specific uses of AT&T's wireless data service are prohibited

• AT&T's wireless data services may not be used in any manner that defeats, obstructs or penetrates, or attempts to defeat, obstruct or penetrate the security measures of AT&T's wireless network or systems, or another entity's network or systems; that accesses, or attempts to access without authority, the accounts of others; or that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources. For example, this includes, but is not limited to, malicious software or "malware" that is designed, intentionally or unintentionally, to infiltrate a network or computer system such as spyware, worms, Trojan horses, rootkits, and/or crimeware; "denial of service" attacks against a network host or individual user; and "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk e-mail).

• AT&T's wireless data services may not be used in any manner that has the effect of excessively contributing to network congestion, hindering other customers' access to the network, or degrading network performance by maintaining a sustained and continuous wireless data service connection or active wireless Internet connection. For example, this includes, but is not limited to, server devices or host computer applications such as continuous Web camera posts or broadcasts, automatic data feeds, or automated machine-to-machine connections; "autoresponders," "cancel-bots," or similar automated or manual routines that generate excessive amounts of traffic or that disrupt user groups or email use by others; use of the service as a substitute or backup for private lines or full-time or dedicated data connections; peer-to-peer (P2P) file sharing services; and software or other devices that maintain continuous active Internet connections when a connection would otherwise be idle or any "keep alive" functions, unless they adhere to AT&T data retry requirements (as may be modified from time to time).
• AT&T's wireless data services also may not be used with high bandwidth applications, services and content that is not optimized to work with AT&T's wireless data services and, therefore disproportionately and excessively contribute to network congestion. This includes, but is not limited to, redirecting television signals for viewing on computing devices, web broadcasting, and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices, unless they meet AT&T's wireless data services optimization requirements. You agree not to use AT&T's wireless data services for any of these prohibited activities. AT&T's Rights to Ensure Compliance. You agree that AT&T has the right to take any and all actions necessary to enforce this Section 4.2 if you use AT&T's wireless data services in any manner that is prohibited, including, but not limited to, the following actions:
• AT&T may modify, without advance notice, the permitted and prohibited activities, and the optimization requirements for your wireless data services;
• AT&T may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum;
• AT&T may reduce your data throughput speeds at any time or place if your data usage exceeds an applicable, identified usage threshold during any billing cycle. AT&T will provide you with advance notice of the usage threshold applicable to your data plan, or any changes to the applicable usage threshold either by a bill insert, email, text message or other appropriate means;
• AT&T may use reasonable methods to monitor and collect customer usage information to better optimize the operation of the network. Details concerning the information that AT&T collects about its customers, and how it uses and protects that information are addressed in the AT&T Privacy Policy (see att.com/privacy);
• If you are an AT&T unlimited data plan customer, AT&T may migrate you from the unlimited data plan to a tiered data plan and bill you the appropriate monthly fees. We will provide you with notice of this change at least one billing cycle in advance either by a bill insert, email, text message, or other appropriate means;
• AT&T may interrupt, suspend, cancel, or terminate your wireless data services without advance notice.

Unlimited Data Customers

If you are a grandfathered AT&T unlimited plan data service customer, you agree that "unlimited" means you pay a fixed monthly charge for wireless data service regardless of how much data you use. You further agree that "unlimited" does not mean that you can use AT&T's wireless data service in any way that you choose or for any prohibited activities, and that if you use your unlimited data plan in any manner that is prohibited, AT&T can limit, restrict, suspend or terminate your data service or switch you to a tiered data plan.

ALL INCLUSIVE PLANS		
UNLIMITED VOICE PLAN BUNDLES	**SOC CODE COMBINATION**	**CONTRACT PRICE**
Unlimited Voice and Unlimited Data	BN7NM0A60 PLUS ONE OF THE FOLLOWING: RLTESMTE2, RLTETBW7, RGOVEJN1, LTETBW7V, LTETBW7, RLTTBW7VG, RLTTBW7G, LTBTBW7, RLTBTBW7G, LTBTBW7V, RLTETBW7, LTBTBW7SV, LTBTBWS7	$49.99
Unlimited Voice, Unlimited Data, and Unlimited Messaging	BN7NM0A60 PLUS ONE OF THE FOLLOWING: RLTEEMB1, RLTEEMB2, RHSEMB1, RHSEMB2, RGOVEJB5, RLTEMB1VG, RLTEMB1G, RLTBEMB1V, RLTBEMB1G	$49.99
Unlimited Voice and 5GB Pooled Hotspot/Tethering Data	BN7NM0A60 PLUS ONE OF THE FOLLOWING: BDPP50, BDPSML50, BDPBB50E, BDPBL50E, BDPIP50E, BDPIPS50E	$49.99
Unlimited Voice, 5GB Pooled Hotspot/Tethering Data, and Unlimited Messaging	BN7NM0A60 PLUS ONE OF THE FOLLOWING: BDPP50, BDPSML50, BDPBB50E, BDPBL50E, BDPIP50E, BDPIPS50E PLUS MSG3	$49.99
Unlimited Voice and Unlimited Hotspot/Tethering Data	BN7NM0A60 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$59.99
Unlimited Voice, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	BN7NM0A60 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$59.99

ALL INCLUSIVE PLANS CONTINUED		
VOICE POOLED MINUTE PLAN UNLIMITED HOTSPOT/TETHERING BUNDLES	**SOC CODE COMBINATION**	**CONTRACT PRICE**
100 Min Pooled Voice Plan (Nationwide) 25¢/min over 100; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP100 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$52.23
100 Min Pooled Voice Plan (Nationwide) 25¢/min over 100; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP100 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$52.23
200 Min Pooled Voice Plan (Nationwide) 25¢/min over 200; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP200 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$54.29
200 Min Pooled Voice Plan (Nationwide) 25¢/min over 200; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP200 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$54.29
300 Min Pooled Voice Plan (Nationwide) 25¢/min over 300; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP300U PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$57.38
300 Min Pooled Voice Plan (Nationwide) 25¢/min over 300; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP300U PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$57.38
400 Min Pooled Voice Plan (Nationwide) 25¢/min over 400; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP400U PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$58.68
400 Min Pooled Voice Plan (Nationwide) 25¢/min over 400; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP400U PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$58.68
500 Min Pooled Voice Plan (Nationwide) 25¢/min over 500; Unlimited Mobile-to-Mobile minutes, and	GOVP500 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT,	$65.62

Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	
500 Min Pooled Voice Plan (Nationwide) 25¢/min over 500; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP500 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$65.62
600 Min Pooled Voice Plan (Nationwide) 25¢/min over 600; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP600 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$66.68
600 Min Pooled Voice Plan (Nationwide) 25¢/min over 600; Unlimited Mobile-to-Mobile minutes, and 5 Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP600 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$66.68
700 Min Pooled Voice Plan (Nationwide) 25¢/min over 700; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP700 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$67.68
700 Min Pooled Voice Plan (Nationwide) 25¢/min over 700; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP700 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$67.68
800 Min Pooled Voice Plan (Nationwide) 25¢/min over 800; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP800 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$72.83
800 Min Pooled Voice Plan (Nationwide) 25¢/min over 800; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP800 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$72.83
900 Min Pooled Voice Plan (Nationwide) 25¢/min over 900; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP900 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$74.89
900 Min Pooled Voice Plan (Nationwide) 25¢/min over 900; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP900 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE,	$74.89

	GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	
1000 Min Pooled Voice Plan (Nationwide) 25¢/min over 1000; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP1000 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$79.01
1000 Min Pooled Voice Plan (Nationwide) 25¢/min over 1000; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP1000 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$79.01

Example: GOVP300U (25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Mobile-to-Mobile minutes) plus GSA3IUNAT (Unlimited Hotspot/Tethering Data) plus RGOVMSG3 (Unlimited Messages (SMS/MMS)) = $57.38/month.

*STANDALONE SMARTPHONE UNLIMITED HOTSPOT/TETHERING DATA PLAN WITH NATIONWIDE FLAT RATE VOICE PLAN BUNDLE	SOC CODE	CONTRACT PRICE
Unlimited Hotspot/Tethering Data Plan for $35.99/month when bundled with our Nationwide Flat Rate Voice Plan at $0.05/minute with Unlimited Mobile to Mobile and Unlimited Nights and Weekends **Note**: Unlimited Messaging (SMS/MMS) code RGOVMSG3 may be added for no additional charge	ODNN0007 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$35.99 and 5.0¢/Minute

Government Nation Flat Rate Voice Plan

AT&T Government Nation Flat Rate lets you pay by the minute with a flat per-minute rate on calls made or received anywhere on the AT&T network. And, you can take advantage of our national network with no roaming charges. Available only to Government customers with a qualified wireless Government agreement from AT&T ("Government Agreement") and their respective Corporate Responsibility Users ("CRUs"). Flat Rate Plans are only available to customers' CRUs whose principal residence or principal Government office is within an eligible AT&T Wireless network area that has been fully integrated and has the system capacity to support Flat Rate Plans.

Minute Increment Billing and Usage

Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Unanswered outgoing calls of 30 seconds or longer will incur airtime.

Mobile To Mobile Minutes

If applicable to your plan, Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&T voicemail and return calls from voicemail are not included.

Nights and Weekends

Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at the cell site or switch providing your Service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the Services area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. Additional charges apply to Services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands.

AT&T Data Plans with Tethering

Tethering is a wireless or wired method in which your AT&T mobile device is used as a modem or router to provide a Internet Access connection to other devices, such as laptops, netbooks, tablets, Smartphones, other phones, USB modems, network routers, mobile hotspots, media players, gaming consoles, and other data-capable devices. AT&T data plans with tethering enabled may be used for tethering your AT&T Mobile device to other devices. If you are on a data plan that does not include a monthly megabyte allowance and additional data usage rates, you agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month; prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Service (early termination charges may apply).

TABLETS, MI-FI, NETBOOKS, AIRCARDS DATA PLANS	SOC CODES	CONTRACT PRICE
5GB Cross Device Pooling: Tablets, Mi-Fi, Netbooks, and Aircards	BDPDC50, BDPDCL50, BDPPAD50, BDPPDL50	$33.99, $0.015 per MB over 5GB (Pooled)

Government Data Pooled Nation Plan

Make managing your mobile workforce easier than ever. Pooled wireless data access is a simple and economical way to share data among Corporate Responsibility Users (CRUs). Workers use the data they need. Light users and heavy users can help balance each other out. It's a smart way to help control costs. Within a single Billing Account Number ("BAN"), CRUs activated on separate Government Pooled Nation for Data Plans are combined to create a "Data Pool." Every billing cycle, each CRU first uses his or her plans included domestic data usage ("Included Usage"). If a CRU does not use all his or her Included Usage, it creates an underage in the amount of the unused KB of data usage ("Under Usage"). If a CRU uses more than his or her Included Usage, it creates an overage in the amount of the excess KB of data usage ("Over Usage"). The Data Pools Under Usage amounts for each CRU and Over Usage amounts for each CRU are then aggregated respectively and the totals are compared. If the aggregate Under Usage amount exceeds the aggregate Over Usage amount, then the difference is allocated among each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice equal to the amount of each such CRU's additional data usage charges. Any excess Under Usage will be forfeited. If the aggregate Over Usage amount exceeds the aggregate Under Usage amount, then the ratio of Under Usage to Over Usage is applied equally to the data usage of each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice against each such CRU's corresponding additional data usage charges to partially offset such charges. For example, if a Data Pool has 900 Under Usage KB and 1000 Over Usage KB (which means a ratio of 90%), then each CRU with Over Usage will receive a bill credit equal to 90% of his or her additional data usage charges. CRUs changing price points or migrating Government Pooled Nation for Data plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Data Pool within a Foundation Account Number; however, CRUs in one Data Pool cannot take advantage of another Data Pools Under Usage, and each CRU can only participate in one Data Pool at a time. AT&T reserves the right to limit the number of CRUs in a Data Pool due to Government needs and system limitations. CRUs on non-pooling AT&T plans may be included in the same BAN as CRUs on Government Pooled Nation for Data Plans; however, these non-pooling CRUs will not receive the pooling benefits or contribute Included Usage to other CRUs in a Data Pool. Additional terms and conditions apply – for details, see your company's Government Agreement, including without limitation, the "Enterprise Customers: Additional Service and Equipment Related Terms" found at www.att.com/abs-addtl-terms. Wi-Fi: Wi-Fi enabled device required. Wi-Fi access includes AT&T Wi-Fi Basic. Other restrictions apply. See attwifi.com for details and locations. International roaming not included.

UNLIMITED DATA CONNECT PLAN	SOC CODES	CONTRACT PRICE
Unlimited Data Connect	LTEDDUG, DDUG, PADUNGOV, LTEPDUNGV, LTETBUNGV, TABUNGOV	$34.99

Data Connect and Laptop Connect plans
These plans provide for unlimited data usage for 3G and 4G/LTE capable Netbooks, Notebooks, Laptops, and USB devices. Plan provides unlimited domestic data. Voice calling is Pay-Per-Use (PPU). In-Network and Out-of-Network rates apply.

UNLIMITED DATA CONNECT PLAN (Continued)	SOC CODES	CONTRACT PRICE
Unlimited LTE Hotspot/Tethering Data Plan for the Apple iPad	GOVPADUN	$34.99

Data Connect and Laptop Connect plans
This plan provides for unlimited data usage for LTE capable Apple iPad devices. Plan provides unlimited domestic data and unlimited mobile hotspot. Voice calling is Pay-Per-Use (PPU). In-Network and Out-of-Network rates apply.

TELEMETRY DATA PLANS	SOC CODES	CONTRACT PRICE
1 MB Pooled Plan	PTCJ, PCTJ	$4.00
2 MB Pooled Plan	PCTK, PTCK	$4.50
3 MB Pooled Plan	PTCL, PCTL	$5.00
4 MB Pooled Plan	PTCM, PCTM	$5.50
5 MB Pooled Plan	PTCN, PCTN	$6.00
10 MB Pooled Plan	PTCI, PCTI	$8.50
20 MB Telemetry	WWC5, WWC6	$10.00
50 MB Business Connect Plans	CCPSB14L	$12.00
250 MB LTE Business Connect CCS Pooled Standalone	CCPSA11L	$14.99
1000 MB LTE Business Connect CCS Pooled Stand Alone	CCPSA12L	$24.99
5000 MB LTE Business Connect CCS Pooled Stand Alone	CCPSA13L	$33.99

(Telemetry Data) Government Connect Plans

Are intended for use with machine-to-machine and/or Wireless Wide Area Network (WWAN) applications and not for support of individual remote or mobile workers using a laptop or PDA. For plans designed for laptop and PDA customers, see DataConnect rate plan brochure. AT&T also imposes the following charges: a Regulatory Cost Recovery Fee of up to $1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation, a gross receipts surcharge, and State and Federal Universal Service charges. The Regulatory Cost Recovery Fee is not a tax or a government-required charge. ELIGIBILITY: Valid eligible Government or government agreement for wireless service required. Government Connect plans are restricted to corporate responsibility end users ("Corporate Responsibility Users" or "CRUs"). Individual responsibility end users (a.k.a. "Sponsorship Employees") may not activate lines under Government Connect plans. Government customer and CRU service address(es) must be within an AT&T-owned wireless network coverage area. Fixed wireless deployments must be installed within an AT&T-owned wireless network coverage area. Ask your AT&T account representative for address verification. Government Connect plans only work with select equipment, features, billing services and service offerings. VOICE CALLING: Voice calling is restricted on the 1MB, 5MB, and 10MB plans. For primary and back0up plans with a voice-capable device, voice calls are $0.40 per minute on AT&T's wireless network and $0.69 per minute for domestic roaming voice calls off AT&T's wireless network. See AT&T Nation® Rate Plan map for voice coverage area. If desired, subscribers may request voice blocking on any rate plan at no additional cost. MESSAGING: The default rate is $0.20/message for Text/Instant Messages and $0.30/message for Picture/Video Messages. Charges for international messages from the U.S. are $0.20/message for Text Messages and $0.50/message for Picture/Video Messages. Additional charges for premium content apply. MISCELLANEOUS: AT&T strongly encourages the use of compatible customer-provided and/or third-party security solutions, such as virtual private networks (VPNs). Additional eligibility, billing, usage and other restrictions and terms apply. See General Terms and Conditions and applicable Additional Terms that follow. I. GENERAL TERMS AND CONDITIONS APPLICABLE TO AT&T'S GOVERNMENT CONNECT WIRELESS DATA SERVICES, INCLUDING BUT NOT LIMITED TO, FEATURES THAT MAY BE USED WITH SUCH WIRELESS DATA SERVICES AND WIRELESS CONTENT. AT&T provides wireless data services, including but not limited to, features that may be used with wireless data services and wireless content ("Services"). The absolute capacity of the wireless data network is limited. Accordingly, service is only

provided for circumscribed purposes and pricing for Data Services is device dependent, based on the transmit and receive capacity of each device. A pricing plan designated for one type of device may not be used with another device. These Services may be subject to credit approval and may only be available when combined with certain voice rate plans. Compatible data-enabled wireless device required. Usage/Billing: Usage and monthly fees will be charged as specified in your plan. DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. AIRTIME AND OTHER MEASURED USAGE ARE BILLED IN FULL-MINUTE INCREMENTS AND ROUNDED UP TO THE NEXT FULLMINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. Data sent and received includes, but is not limited to downloads, email, overhead and software update checks. Unless designated for International or Canada use, prices and included use apply to EDGE/GPRS and BroadbandConnect access and use on AT&T's wireless network and its partner wireless networks within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico. Usage on networks not owned by AT&T is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. BroadbandConnect access requires a compatible, eligible 3G device. Overage is billed by the kilobyte. Service charges paid in advance for monthly or annual Services are nonrefundable. Some Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. See applicable rate plan materials for complete pricing and terms. Prices do not include taxes, directory assistance, roaming, universal services fees or other exactions and are subject to change. In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service or using one of our automated systems. Voice: If you have a voice-capable device, unless you request voice blocking, select a data plan that restricts voice access or select a qualified voice plan, the default rate for voice calls on AT&T's wireless network are $0.40 per minute and $0.69 per minute for domestic roaming voice calls off AT&T's wireless network (rates are subject to change without notice). Additional taxes and surcharges may apply. See AT&T Nation® map at store or att.com/wireless for default wireless voice coverage area. If you request voice blocking or your selected data plan restricts voice access, all voice calling capabilities (except for outgoing calls from the device to 911 or 611) will be blocked, including without limitation, calls from 911 or 611 to the device. If you have a wireless voice plan, wireless voice calls are billed as provided in your wireless voice rate plan. Roaming: Roaming charges for wireless data or voice service may be charged with some plans when outside AT&T's wireless network. Display on your device will not indicate whether you will incur roaming charges. Services originated or received while outside your plan's included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. You may be required to (1) use a device programmed with AT&T's preferred roaming database; and (2) have a mailing address and live in the United States, Puerto Rico or the U.S. Virgin Islands. International Roaming: See att.com/wireless international or dial 866.246.4852 for more information and for a list of currently available countries and carriers. Compatible international-capable device required. Certain countries and/or carriers within a roaming zone may be unavailable with certain plans or Services while roaming. Availability, quality of coverage and Services while roaming are not guaranteed. Rates apply to AT&T's wireless customers only. Certain tenure, billing and credit restrictions and additional charges may apply. Many devices including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when taken out of the United States. Cancellations/Early Termination Fee: An Early Termination Fee of $175 may be assessed against you in the event that you terminate your Wireless Service Agreement and/or selected plan before the expiration of its term. For Service activated on or after May 25, 2008, the Early Termination Fee will be reduced by $5 for each full month toward your minimum term that you complete. You may cancel your service, for any reason and without incurring the Early Termination Fee, within thirty (30) days of signing your Wireless Service Agreement, PROVIDED, however, that if you cancel service you will remain responsible for any service fees and charges incurred. If you cancel within three (3) days

of signing your Wireless Service Agreement, you will be entitled to a refund of your activation fee, if any. If you exercise this option, you may be required to return devices and associated accessories purchased in connection with your Wireless Service Agreement. Service Availability and Access/Coverage: AT&T does not guarantee availability of wireless network. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between AT&T BroadbandConnect, EDGE and GRPS. AT&T BroadbandConnect only available in select markets. See coverage map(s), available at store or from your sales representative, for details. AT&T BroadbandConnect download speeds only available on the AT&T BroadbandConnect network. Actual download speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints. Information/Content: Certain information or content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION OR CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies may differ among AT&T's content or service providers and you are bound by such policies when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information you involuntarily or voluntarily provide third parties is governed by their policies. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any information or downloaded data is not guaranteed or warranted by AT&T or any content providers or other third party. Delays or omissions may occur. Neither AT&T nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service. You acknowledge that every Government or personal decision, to some degree or another, represents an assumption of risk, and that neither AT&T nor its content and service providers or suppliers, in providing access to information, underwrites, can underwrite, or assumes your risk in any manner whatsoever. Prohibited and Permissible Uses: Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for Wireless Wide Area Network (WWAN) applications (e.g. machine-to-machine connections). While most common uses for Wireless Wide Area Network (WWAN) applications are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications; (ii) "auto-responders," "cancelbots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iii) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (iv) any activity that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (v) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AT&T's wireless network or another entity's network or systems; downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/ or for the operation of servers, is prohibited. Furthermore, plans (unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to-computer accessories, Bluetooth® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect

its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T's wireless subscribers without their consent. You may not use the Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T's terms, conditions, or policies. Security: AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by AT&T. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures. Changes to the terms and conditions: These terms and conditions may be changed from time to time. AT&T will post the most current version of these terms and conditions at https://www.wireless.att.com/businesscenter/en_US/pdf/legal/large-business-GTCs-061619.pdf or other appropriate location. Please check these regularly to inform yourself about changes to the terms and conditions. Access Requirements: Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third-party products and/or services, which are subject to any applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third-party provider. AT&T is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible. Miscellaneous: Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. AT&T is not responsible for loss or disclosure of any sensitive information you transmit. AT&T's wireless services are not equivalent to landline Internet. AT&T is not responsible for nonproprietary services or their effects on devices. If applicable, use of Desktop Toolbar requires compatible home computer products. AT&T RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS SERVICE AGREEMENT. Caller ID blocking is not available when using the Services, and your wireless number is transmitted to Internet sites you visit. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited. Additional Terms: See below for additional terms relating to specific Services and rate plans. In addition, all use of AT&T's wireless network and the Services is governed by AT&T's Acceptable Use Policy, which can be found at att.com/Acceptable Use Policy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting. Use of the Services is subject to Terms and Conditions of your Wireless Service Agreement. See Wireless Service Agreement, att.com/wireless or AT&T Customer Service for additional conditions, restrictions, privacy policy and information. Intellectual Property: All trademarks, service marks and trade names used on, or in connection with the Services are the property of their respective owners. You must respect the intellectual property rights of AT&T, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by AT&T or accessed through the AT&T's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed or otherwise exploited, in whole or in part, without the permission of the owner.

II. ADDITIONAL TERMS APPLICABLE TO GOVERNMENT CONNECT FOR SPECIFIC WIRELESS DATA SERVICES, TEXT, INSTANT MESSAGING AND PICTURE/VIDEO MESSAGING. Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. Text, Instant, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. AT&T does not guarantee delivery of messages. Text, Instant, Picture, and Video messages, including downloaded content, not delivered within 7 days will be deleted. AT&T reserves the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to you in multiple parts. Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/ Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail. AT&T reserves the right to change the Picture/Video message size

limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging. Fixed wireless deployments: INSTALLATION MUST BE WITHIN AN AT&T-OWNED WIRELESS NETWORK COVERAGE AREA AND USAGE OF THE SERVICES ON OTHER CARRIERS' WIRELESS NETWORKS ("OFFNET USAGE") IS PROHIBITED. If your fixed wireless deployment incurs any off-net usage, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for off-net usage. AT&T will provide notice that it intends to take any of the above actions and you may terminate your agreement. Mobile wireless deployments: If your mobile wireless deployment Off-net Usage exceeds 10% of the kilobytes included with your plan during any two consecutive months, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. AT&T will provide notice that it intends to take any of the above actions and you may terminate your agreement. Government Connect plans (excluding $29.99 plan): Consolidated billing is required. WIN Advantage® may also be required. AT&T will not provide Customer Care support on an individual subscriber basis, including without limitation, 611 calls from the device into the AT&T Customer Care support center. For Customer Care support, you must go through one designated contact, such as your telecom manager or system administrator, for all your CRUs under the plan. Pooling: Within a single Foundation Account (FAN), Customer's CRUs with pooling on an eligible Government Connect Plan ("Pooled Plan") aggregate or "pool" their included data usage ("Included Usage"), creating a "Pool." To pool together, each CRU in the Pool must subscribe to a Pooled Plan that has the same amount of Included Usage and the same Additional Kilobyte charge ("Similar Pooled Plan"). Every billing cycle, each CRU first uses his or her Included Usage. If a CRU does not use all his or her Included Usage it creates an underage in the amount of unused kilobytes ("Under Usage"). If a CRU uses more than his or her included usage it creates an overage with respect to kilobytes of data usage ("Over Usage"). The Pool's Under Usage kilobytes and Over Usage kilobytes are then aggregated respectively and compared. If the aggregate Under Usage kilobytes exceed the aggregate Over Usage kilobytes, then no CRU in the Pool pays Additional Kilobyte charges. If the aggregate Over Usage kilobytes exceed the aggregate Under Usage kilobytes, then the ratio of Under Usage kilobytes to Over Usage kilobytes is applied to the data usage of each CRU in the Pool with Overage Usage, resulting in a monetary credit against the corresponding Additional Kilobyte charges. For example, if a Pool has 900 Under Usage kilobytes and 1,000 Over Usage kilobytes (90%), then each CRU with Over Usage will receive a credit equal to 90% of his or her Additional Kilobyte charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Pool within a FAN provided that Customer may only have one Pool for Similar Pooled Plans within a FAN; however, an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to Government needs and system limitations. CRUs on Pooled Plans and CRUs participating in a legacy Telemetry connect plan pool created prior to February 17, 2006 ("Legacy Pool") cannot be in the same Pool but can be within the same FAN. End users on non-pooling AT&T plans may be included in the same FAN as CRUs on pooled plans; however, these non-pooling end users will not receive the pooling benefits or contribute Included Usage to a pool.

MESSAGING PLANS	SOC CODE	CONTRACT PRICE
200 Messages (SMS/MMS)	RMSG1	$0.00, 10.0¢/message over 200
*Unlimited Messaging (SMS/MMS) SOC Code *(should be used when a Flat Rate Voice Plan, Pooled Voice Plan, or Unlimited Voice Plan is added to a feature phone or when a Flat Rate Voice Plan, Pooled Voice Plan, or Unlimited Voice Plan is added to a smartphone with a 5GB Pooled Hotspot/Tethering Data Plan otherwise, it is $5.15)	MSG3	*$0.00/$5.15
**Unlimited Messaging (SMS/MMS) SOC Code (Should be used when adding a pooled minute voice plan or unlimited voice plan to a smartphone Unlimited Hotspot/Tethering Data Plan otherwise, it is $5.15)	RGOVMSG3	**$0.00/$5.15

ENHANCED PUSH TO TALK PLANS (ePTT)	SOC CODES	CONTRACT PRICE
Enhanced PTT Bolt-On with a Non-Flat Rate Plan	EPPT05, EPTT05F, EPTTAPNLB	$3.00, Unlimited ePTT
Enhanced PTT Bolt-On with a Flat Rate Plan	EPTT1999, EPTT1999F	$10.00, Unlimited ePTT
Enhanced PTT Standalone Price Plan	EPTT030, EPTTAPNLR	$18.99, Unlimited ePTT only
Enhanced PTT Integrated Dispatch Software	EPTTDP, FNEPTTDP1, FNIDC	$30, Per License

Enhanced Push to Talk Plans

AT&T Enhanced Push-to-Talk ("Enhanced PTT") is an IP-based end-to-end communications and applications platform that provides sub-second connections, advanced features that operate on a broad portfolio of compatible smartphone and rugged phone devices, and integration with various advanced mobility applications for use on the AT&T wireless data network and compatible Internet-connected networks.

General

Enhanced PTT subscribers can hold near-instant voice communications with individuals and groups of up to 250 designated users with compatible devices ("End Users") on AT&T's wireless data network and compatible Wi-Fi networks. Using the online Corporate Administrator Tool, subscribers can create lists of up to 1,000 contacts and view their contacts' availability in real time through the use of status indicators. In addition, supervisors can override PTT calls in order to communicate time-sensitive messages to their teams. Using the optional Integrated Dispatch feature, subscribers can view End Users' locations on a map and record PTT communications with the administrator's PC. Using the optional Interoperability Feature, EPTT users can communicate with Land Mobile Radio and other external PTT networks using additional equipment, services and/or software available from third-party providers.

Enhanced Push to Talk Integrated Dispatch Software

Integrated Dispatch allows a dispatcher to operate from a centralized corporate facility and manage the activities for a set of mobile Enhanced Push-to-Talk users (also called fleet members) working in the field. This enables an organization to effectively manage day to day dispatch operations and rapidly respond to incidents, urgent situations, customer requests, facility events, and other situations that require quick actions. Managing your mobile users is easier than ever with the ability to see the location and PTT availability status of your group in near real-time. Using Integrated Dispatch, your administrators can view all of their EPTT users on a map, send and receive individual or group calls, send highly secure messages & files, and more – all from the convenience of a web-browser solution.

Important Information

Software: Enhanced PTT (the "Service") consists of client software that is installed on supported devices that operate on the AT&T wireless data network and compatible Internet-connected networks. Use of the service on supported smartphones and PCs requires download and installation of the Enhanced PTT client software onto such devices. Other software on an end user's device may impair performance. Customer and its end users must accept the EPTT End User License Agreement that may be found at www.att.com/eptteula prior to Customer's installation and use of the Enhanced PTT software on their devices and PCs. Use of Integrated Dispatch software requires acceptance of the Integrated Dispatch End User License Agreement presented during installation. AT&T or its suppliers retain all right, title and interest, including, without limitation, all intellectual property rights, in and to all such software. SERVICE LIMITATIONS: ENHANCED PTT IS NOT INTENDED FOR USE IN EMERGENCY OR CRITICAL COMMUNICATIONS SETTINGS, OR WHERE ENCRYPTION IS REQUIRED FOR END-TO-END DATA IN TRANSIT. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed. If the Customer attempts to access Enhanced PTT via a custom Access Point Name (APN), through a firewall or from a network that does not meet the specified network access criteria defined at Enabling Requirements, the Service will not work. Enhanced PTT service is not compatible with traditional circuit-switched voice calls or certain other AT&T wireless services, including, without limitation, voice mail/Visual Voice Mail, AT&T Address Book, and Wireless Priority Service. The Service requires use of a supported wireless device or a Personal Computer running Windows Vista OS or higher ("PC"). Use of the Enhanced PTT client for PCs may require that the PC be connected to AT&T's wireless network through an integrated modem/aircard or mobile hotspot device with a qualified data plan service. A list of supported devices is available at www.att.com/eptt, which is subject to change. The user interface and service performance may vary by device, and Integrated Dispatch features may not be compatible with all wireless devices. The Service is available to Customers with a qualified AT&T Government or government agreement ("Enterprise Agreement") and their associated corporate responsibility users ("CRUs") and individual responsibility users ("IRUs"). It may not be available for purchase in all areas, and not all service features and functionality are available on all supported devices. The Corporate Administrator Tool, Integrated Dispatch and Enhanced PTT client for PCs are only available for use with CRUs. Service performance is subject to transmission limitations and terrain, system, capacity and other limitations. The Service is not compatible with devices provisioned through the AT&T Control Center or Enterprise On Demand platforms. Enhanced PTT is designed to work only over AT&T's domestic wireless data network footprint and for AT&T subscribers over compatible Wi-Fi networks. Enhanced PTT is disabled while using domestic or international roaming cellular wireless networks. Wireless data coverage is not available in some areas. AT&T mobility coverage maps are available at https://www.att.com/maps/wireless-coverage.html. Wireless data coverage is subject to transmission limitations and terrain, system, capacity and other limitations. Usage of Enhanced PTT on networks other than the AT&T wireless data network is dependent on proper configuration and quality of the network connection (see Enabling Requirements for details). AT&T is unable to provide troubleshooting or configuration assistance for third-party network connections and may be limited in its ability to troubleshoot service problems for transmissions made using such networks. AT&T provides no customer support in this regard other than verifying connectivity to the AT&T network and the Service.

FIRSTNET

What is FirstNet?
FirstNet is a nationwide public safety communications platform dedicated to first responders in a public-private partnership between AT&T and the First Responder Network Authority.

What is FirstNet's Mission?
To deploy, operate, maintain, and improve the first high-speed, nationwide wireless broadband network dedicated to public safety. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions.

Who qualifies for FirstNet?
We have 2 types of eligible Public Safety Entities, Primary Users and Extended Primary Users. Primary Users are Public Safety Entities that act as first responders, the agencies who are at an emergency scene first. This includes law enforcement, fire protection services, emergency medical services, emergency (911) call dispatching and government Public Safety Answering Points, emergency planning and management offices, and ambulance services.

Extended Primary Users are those agencies, organizations, non-profit or for-profit companies that provide public safety services in support of Primary Users. They provide mitigation, remediation, overhaul, clean-up, restoration, or other such services during or after an incident.

FirstNet Eligibility:
In order to take advantage of the AT&T FirstNet Solution, Customer must (a) be a qualified "Public Service Entity" as recognized by the First Responder Network Authority, or a FirstNet Eligible User and (b) restrict access to the AT&T FirstNet Solution solely to Authorized Users (as defined in the AT&T FirstNet Solution Service Guide described below) who must be located in a state or territory which has opted in to use the AT&T FirstNet Nationwide Public Safety Broadband Network.

Who will manage the FirstNet account and pay the bill?
Primary Users can have two types of authorized users: Agency Paid Users and Subscriber Paid Users; Extended Primary Users can have only Agency Paid Users.

Agency Paid Users are employees and contractors of a qualified Public Safety Entity. The Public Safety Entity pays for the FirstNet service for Agency Paid Users.

Subscriber Paid Users are verified and approved (a) employees of a Primary User Public Safety Entity or (b) qualified volunteer personnel affiliated with a Primary User Public Safety Entity. Subscriber Paid Users pay for their own FirstNet service.

CUSTOM FIRSTNET MOBILE PLANS

1. **FirstNet Custom Offer:**

Provided the Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §2 (including all sub-sections and Tables), Contractor will provide Customer and the FirstNet Eligible Users, as defined in this Amendment, the following custom offer: the FirstNet Mobile Plans as described in Section 2.1 herein (the "Custom FirstNet Mobile Pooled and Unlimited Plans") the FirstNet Mobile Plans – Subscriber Paid as described in Section 2.2 herein (the "Custom FirstNet Mobile Subscriber Paid Plans") and the FirstNet Activation Credit as described in Section 2.3 herein, collectively referred to herein as the "Custom FirstNet Mobile Plans". The Custom FirstNet Mobile Plans are, at times, referred to as the "Custom Offer". The Custom Offer is available for the term of the Agreement.

1.1 Custom FirstNet Mobile Pooled and Unlimited Plans.

The Custom FirstNet Mobile Pooled and Unlimited Plans shall consist of the following:

TABLE 1.1.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	$15.99 MSC*	$24.50 MSC	$36.00 MSC	$205.00 MSC	$373.00 MSC	$1,745.00 MSC	$3,350.00 MSC
For use with a subsidized device	$35.99 MSC	$44.50 MSC	$56.00 MSC	$225.00 MSC	$393.00 MSC	$1,765.00 MSC	$3,370.00 MSC

*MSC means Monthly Service Charge
** Plans outlined include Unlimited Voice and Text

TABLE 1.1.2*
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES*

Add-a-Line for use with an unsubsidized device	$10.99 Monthly Service Charge
Add-a-Line for use with a subsidized device	$22.99 Monthly Service Charge

*Plans outlined above include Unlimited Voice and Text

CUSTOM FIRSTNET FLAT RATE PLAN FOR FEATURE PHONES*		
VOICE (PER MINUTE) RATE PLAN	**SOC CODE**	**CONTRACT PRICE**
(Flat Rate) Per Minute Voice Plan	FNXFP004	$4.00 Monthly Service Fee and 4.0¢ Per Minute Nationwide Rate with 500 Mobile-to Mobile minutes and 500 Nights & Weekend minutes with 4.0¢ Overage

*Unlimited Texting may be added as an option, $5.00 Monthly Service Charge. Or Texting Pay Per Use (PPU), as follows: Text/Instant Messaging (SMS) $0.20 per message; Picture/Video Messages (MMS) $0.30 per message; Data Usage, including web browsing, up to $2 per MB. These prices are valid for use in the U.S. only. Charges for international messages sent from the U.S. are $0.25 for Text/Instant Messages and $0.50 for Picture/Video Messages.

*No device subsidies are allowed on this plan

TABLE 1.1.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	$10.00 MSC	$16.00 MSC	$23.00 MSC	$200.00 MSC	$368.00 MSC	$1,740.00 MSC	$3,343.00 MSC
For use with a subsidized device	$20.00 MSC	$26.00 MSC	$33.00 MSC	$210.00 MSC	$378.00 MSC	$1,750.00 MSC	$3,353.00 MSC

TABLE 1.1.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS

	Unlimited Enhanced for Smartphones*	Unlimited Standard for Smartphones**	Unlimited for Data-only Devices
Monthly Service Charge	$44.99	$39.99	$34.99

*Enhanced Smartphone includes Unlimited, Voice, Text, Data, and Mobile Hotspot
** Standard Smartphone includes Unlimited, Voice, Text, and Data only

TABLE 1.1.5 CUSTOM FIRSTNET ENHANCED* PTT ONLY PLANS	
Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	$9.99 Monthly Service Charge
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	$17.99 Monthly Service Charge
*Enhanced PTT includes Unlimited, Voice, Text, Data, and Mobile Hotspot	

Custom FirstNet Mobile Plans – Subscriber Paid.

In addition to Custom FirstNet Mobile Pooled and Unlimited Plans available to Customer and its CRUs, Contractor offers a Subscriber Paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Customer hereby authorizes Contractor to provide such individuals with the discounts set forth in §1.2 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Customer must remain eligible for the Custom FirstNet Mobile Plans described in §1.1 for the Custom FirstNet Mobile Subscriber Paid Plans described in §1.2 to apply. The corresponding subscriber must be eligible to activate Service on the underlying version of the corresponding Custom FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are only available to Subscriber Paid Users. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table below will be achieved via application of a modifier also reflected on the invoice.

TABLE 1.2.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – FIRST RESPONDER PLANS*

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	$24.50	$36.00	$10.99	$16.00	$23.00

*Plans outlined above include Unlimited Voice and Text

TABLE 1.2.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – FIRST RESPONDER UNLIMITED PLANS

	Unlimited Smartphone Plan (without Mobile Hotspot)*	Unlimited Smartphone Plan (with Mobile Hotspot)**	Unlimited Tablet Plan (with Mobile Hotspot)***
Monthly Service Charge	$39.99	$44.99	$34.99

*Includes Unlimited Voice, Text, and Data only
**Includes Unlimited Voice, Text, Data, and Mobile Hotspot
***Includes Unlimited Data and Mobile Hotspot

AT&T Mobility Application Solutions Continued		
AT&T Mobile Field Solutions	**Netmotion VPN**	**A client/server software-only mobile Virtual Private Network ("VPN") for Windows operating devices, including laptops, tablets, pocket PCs and smartphones, that provides application persistence to the Transport Layer of the Open System Interconnection ("OSI") Layer. The Solution also helps to protect the VPN tunnel and applications from data loss, and it does not require multiple log-ins or re-authentication when a user suspends, and resumes use of devices or transitions across networks.**

Product Code	Product Name	List Price
RTL.43019	Mobility for Windows (25-99)	$200.00
RTL.43690	Mobility for Windows (100-249)	$145.00
RTL.43691	Mobility for Windows (250-499)	$135.00
RTL.43692	Mobility for Windows (500-999)	$125.00
RTL.43020	Mobility for Windows + Analytics (25-99)	$220.00
RTL.43693	Mobility for Windows + Analytics (100-249)	$160.00
RTL.43694	Mobility for Windows + Analytics (250-499)	$150.00
RTL.43695	Mobility for Windows + Analytics (500-999)	$140.00
RTL.43021	Mobility for Windows + NAC (25-99)	$220.00
RTL.43696	Mobility for Windows + NAC (100-249)	$160.00
RTL.43697	Mobility for Windows + NAC (250-499)	$150.00
RTL.43698	Mobility for Windows + NAC (500-999)	$140.00
RTL.43022	Mobility for Windows + NAC & Analytics (25-99)	$240.00
RTL.43704	Mobility for Windows + NAC & Analytics (100-249)	$175.00
RTL.43703	Mobility for Windows + NAC & Analytics (250-499)	$165.00
RTL.43705	Mobility for Windows + NAC & Analytics (500-999)	$155.00
RTL.43023	Mobility for Windows + Policy (25-99)	$275.00
RTL.43700	Mobility for Windows + Policy (100-249)	$210.00
RTL.43043	Mobility for Windows + Policy (250-499)	$195.00
RTL.43044	Mobility for Windows + Policy (500-999)	$180.00
RTL.43024	Mobility for Windows + Policy & Analytics (25-99)	$295.00
RTL.43045	Mobility for Windows + Policy & Analytics (100-249)	$225.00
RTL.43046	Mobility for Windows + Policy & Analytics (250-499)	$210.00

RTL.43047	Mobility for Windows + Policy & Analytics (500-999)	$195.00
RTL.43025	Mobility for Windows + Policy & NAC (25-99)	$295.00
RTL.43711	Mobility for Windows + Policy & NAC (100-249)	$225.00
RTL.43712	Mobility for Windows + Policy & NAC (250-499)	$210.00
RTL.43713	Mobility for Windows + Policy & NAC (500-999)	$195.00
RTL.43026	Mobility for Windows + Policy, NAC & Analytics (25-99)	$315.00
RTL.43714	Mobility for Windows + Policy, NAC & Analytics (100-249)	$240.00
RTL.43706	Mobility for Windows + Policy, NAC & Analytics (250-499)	$225.00
RTL.43715	Mobility for Windows + Policy, NAC & Analytics (500-999)	$210.00
RTL.43716	Mobility for Android (25-99)	$200.00
RTL.43717	Mobility for Android (100-249)	$145.00
RTL.43718	Mobility for Android (250-499)	$135.00
RTL.43719	Mobility for Android (500-999)	$125.00
RTL.43720	Mobility for Android + Analytics (25-99)	$220.00
RTL.43721	Mobility for Android + Analytics (100-249)	$160.00
RTL.43722	Mobility for Android + Analytics (250-499)	$150.00
RTL.43723	Mobility for Android + Analytics (500-999)	$140.00
RTL.43724	Mobility for Android + Policy (25-99)	$275.00
RTL.43725	Mobility for Android + Policy (100-249)	$210.00
RTL.43726	Mobility for Android + Policy (250-499)	$195.00
RTL.43727	Mobility for Android + Policy (500-999)	$180.00
RTL.43728	Mobility for Android + Policy & Analytics (25-99)	$295.00
RTL.43729	Mobility for Android + Policy & Analytics (100-249)	$225.00
RTL.43730	Mobility for Android + Policy & Analytics (250-499)	$210.00
RTL.43731	Mobility for Android + Policy & Analytics (500-999)	$195.00
RTL.4882D	Mobility for iOS (25-99)	$200.00
RTL.4880D	Mobility for iOS (100-249)	$145.00
RTL.4883D	Mobility for iOS (250-499)	$135.00
RTL.4874D	Mobility for iOS (500-999)	$125.00
RTL.4879D	Mobility for iOS + Analytics (25-99)	$220.00
RTL.4875D	Mobility for iOS + Analytics (100-249)	$160.00
RTL.4885D	Mobility for iOS + Analytics (250-499)	$150.00
RTL.4872D	Mobility for iOS + Analytics (500-999)	$140.00
RTL.4871D	Mobility for iOS + Policy (25-99)	$275.00
RTL.4886D	Mobility for iOS + Policy (100-249)	$210.00
RTL.4873D	Mobility for iOS + Policy (250-499)	$195.00
RTL.4887D	Mobility for iOS + Policy (500-999)	$180.00
RTL.4878D	Mobility for iOS + Policy & Analytics (25-99)	$295.00
RTL.4888D	Mobility for iOS + Policy & Analytics (100-249)	$225.00
RTL.4889D	Mobility for iOS + Policy & Analytics (250-499)	$210.00
RTL.4890D	Mobility for iOS + Policy & Analytics (500-999)	$195.00
RTL.43732	Mobility Policy Module (25-99)	$75.00
RTL.43733	Mobility Policy Module (100-249)	$65.00

RTL.43734	Mobility Policy Module (250-499)	$60.00
RTL.43735	Mobility Policy Module (500-999)	$55.00
RTL.43736	Mobility NAC Module (25-99)	$20.00
RTL.43737	Mobility NAC Module (100-999)	$15.00
RTL.43738	Mobility Analytics Module (25-99)	$20.00
RTL.43739	Mobility Analytics Module (100-999)	$15.00
RTL.43705	Mobility Additional Server	$5,000.00
RTL.43682	Mobility SMB Account	$1,000.00
RTL.4278E	Standard NM Mobility Platform	$1,500.00
RTL.4279E	Enterprise NM Mobility Platform	$2,500.00
RTL.43740	Mobility Enterprise for Windows (1st 1000)	$105.00
RTL.43741	Mobility Enterprise for Windows	$55.00
RTL.43742	Mobility Enterprise for Windows + Policy (1st 1000)	$150.00
RTL.43743	Mobility Enterprise for Windows + Policy	$100.00
RTL.43744	Mobility Enterprise for Windows + NAC (1st 1000)	$115.00
RTL.43745	Mobility Enterprise for Windows + NAC	$65.00
RTL.43746	Mobility Enterprise for Windows + Policy & NAC (1st 1000)	$160.00
RTL.43747	Mobility Enterprise for Windows + Policy & NAC	$110.00
RTL.43748	Mobility Enterprise for Android (1st 1000)	$105.00
RTL.43749	Mobility Enterprise for Android	$55.00
RTL.43750	Mobility Enterprise for Android + Policy (1st 1000)	$150.00
RTL.43751	Mobility Enterprise for Android + Policy	$100.00
RTL.4877D	Mobility Enterprise for iOS (1st 1000)	$105.00
RTL.4891D	Mobility Enterprise for iOS	$55.00
RTL.4892D	Mobility Enterprise for iOS + Policy (1st 1000)	$150.00
RTL.4893D	Mobility Enterprise for iOS + Policy	$100.00
RTL.43683	Mobility Enterprise Policy Module	$45.00
RTL.43684	Mobility Enterprise NAC Module	$10.00
RTL.43685	Mobility Enterprise Analytics Module	$0.00
RTL.43686	NM Mobility Premium Maintenance (25%)	25% of TCV *1 year
RTL.43687	NM Mobility Premium Maintenance (22%)	22% of TCV *2 years
RTL.43688	NM Mobility Premium Maintenance (20%)	20% of TCV *3 years
RTL.43752	NM Mobility Standard Maintenance (15%)	15% of TCV *1 year
RTL.43753	NM Mobility Standard Maintenance (14%)	14% of TCV *2 years
RTL.43754	NM Mobility Standard Maintenance (13%)	13% of TCV *3 years
RTL.43755	NM Mobility Upgrade 8.x to 10.x	40% of TCV of Licenses
RTL.43756	NM Mobility Upgrade 9.x to 10.x	35% of TCV of Licenses
RTL.43689	Sure-Start	$5,000.00
RTL.43757	Sure-Start Express	$2,000.00
RTL.43758	Sure-Check System Review	$2,000.00

RTL.43759	Advanced Authentication Assistance		$2,000.00
RTL.43760	Sure-Check System Audit		$7,000.00
RTL.43761	Technical Services On-Site		$5,000.00
RTL.43762	Technical Services Remote		$2,000.00
RTL.43763	Advanced Authentication Solution		variable
RTL.43764	Mobility Certification Training		$1,995.00
RTL.43765	On-Site Mobility Certification Training		$15,000.00
RTL.43766	Mobility Certification Facility Reservation		$2,000.00
RTL.43767	Dedicated Technical Account Manager (1 year)		$40,000.00
RTL.43768	Open VPN Setup		$1,250.00
	Standalone Diagnostics without Mobility License		
RTL.43171	NetMotion Diagnostics & Alerts (25-99)		$ 80.00
RTL.43172	NetMotion Diagnostics & Alerts (100-249)		$ 75.00
RTL.43174	NetMotion Diagnostics & Alerts (250-499)		$ 70.00
RTL.43175	NetMotion Diagnostics & Alerts (500-999)		$ 65.00
RTL43176	NetMotion Diagnostics & Alerts (1,000+)		$ 60.00
RTL.43182	NetMotion Diagnostics & Alerts Premium Maintenance 1 YEAR		25% of tcv *1
RTL.43183	NetMotion Diagnostics & Alerts Premium Maintenance 2 YEAR		22% of tcv *2
RTL.43184	NetMotion Diagnostics & Alerts Premium Maintenance 3 YEAR		20% of tcv *3
RTL.43185	NetMotion Diagnostics & Alerts Standard Maintenance 1 YEAR		15% of tcv *1
RTL.43186	NetMotion Diagnostics & Alerts Standard Maintenance 2 YEAR		14% of tcv *2
RTL.43187	NetMotion Diagnostics & Alerts Standard Maintenance 3 YEAR		13% of tcv *3
RTL.4174E	NetMotion Diagnostics for Mobility (25-99)	License (Device) - Perpetual	$65.00
RTL.4175E	NetMotion Diagnostics for Mobility (100-249)	License (Device) - Perpetual	$60.00
RTL.4176E	NetMotion Diagnostics for Mobility (1000+)	License (Device) - Perpetual	$40.00
RTL.4178E	NetMotion Diagnostics for Mobility (250-499)	License (Device) - Perpetual	$55.00
RTL.4179E	NetMotion Diagnostics for Mobility (500-999)	License (Device) - Perpetual	$50.00
RTL.4180E	NetMotion Diagnostics for Mobility - Cloud Subscription (25-99)	Subscription (one-year)	$54.00
RTL.4181E	NetMotion Diagnostics for Mobility - Cloud Subscription (100-249)	Subscription (one-year)	$51.00
RTL.4182E	NetMotion Diagnostics for Mobility - Cloud Subscription (1000+)	Subscription (one-year)	$39.00
RTL.4183E	NetMotion Diagnostics for Mobility - Cloud Subscription (250-499)	Subscription (one-year)	$48.00
RTL.4185E	NetMotion Diagnostics for Mobility - Cloud Subscription (500-999)	Subscription (one-year)	$45.00
RTL.4186E	NetMotion Diagnostics for Mobility - Subscription (25-99)	Subscription (one-year)	$54.00

RTL.4187E	NetMotion Diagnostics for Mobility - Subscription (100-249)	Subscription (one-year)	$51.00
RTL.4188E	NetMotion Diagnostics for Mobility - Subscription (1000+)	Subscription (one-year)	$39.00
RTL.4189E	NetMotion Diagnostics for Mobility - Subscription (250-499)	Subscription (one-year)	$48.00
RTL.4190E	NetMotion Diagnostics for Mobility - Subscription (500-999)	Subscription (one-year)	$45.00
RTL.4191E	NMW Diagnostics Upgrade (only for existing Locality customers that are current on maintenance)	License (Device) - Perpetual	$55.00

AT&T Mobility Application Solutions Continued		
AT&T Mobile Text Archiving Solutions	AT&T Text Message Archiving	With AT&T Message Archiving, all SMS and MMS messages placed from or terminating to a provisioned AT&T agency subscribed mobile phone, are temporarily stored by the network and sent to a storage location specified by the customer. Messages are also captured when a user roams on a covered non-AT&T network.
Cross Carrier Message Archiving Provided by Smarsh (AT&T & Verizon Devices)	Cross Carrier Message Archive provided by Smarsh	With the Cross Carrier (AT&T & Verizon) Archiving Platform from Smarsh the solution automatically captures all SMS and MMS messages and retains them in a "search-ready" state to help meet record retention and production needs. All text messages sent from or terminating to an agency subscribed mobile phone are temporarily stored by the network and then automatically forwarded to the Archiving Platform Provide from Smarsh, where they are ingested, indexed and retained, enabling on-demand retrieval when needed and pro-active message review capabilities. The solution currently supports AT&T and Verizon corporate mobile phones

Product Code	Product Description	List Price
Monthly billed License – Billed monthly per device.		
BMARCONP	AT&T Message Archiving – Customer on premise storage – AT&T Devices Only	$5
BMARCVEN	AT&T Message Archiving – AT&T hosted storage – Stored through AT&T – AT&T Devices Only	$5
BMARCONP	Cross Carrier Archiving Platform from Smarsh (AT&T & Verizon Devices) 0 to 499 License Tier – On Premise	$8
BMARCVEN	Cross Carrier Archiving Platform from Smarsh (AT&T & Verizon Devices) 0 to 499 License Tier – Cloud Hosted	$8
BMARCVEN	Cross Carrier Archiving Platform from Smarsh (AT&T & Verizon Devices) 500 to 2000 License Tier – Cloud Hosted	$7
BMARCONP	Cross Carrier Archiving Platform from Smarsh (AT&T & Verizon Devices) 500 to 2000 License Tier – On Premise	$7
BMARCONP	Cross Carrier Archiving Platform from Smarsh (AT&T & Verizon Devices) 2000+ License Tier – On Premise	$6
BMARCVEN	Cross Carrier Archiving Platform from Smarsh (AT&T & Verizon Devices) 2000 + License Tier – Cloud Hosted	$6

AT&T Mobility Application Solutions Continued		
AT&T GPS-Based Fleet Solutions	**AT&T Fleet Complete**	**AT&T Fleet Complete is a unique fleet, asset, mobile workforce and dispatch management solution, which provides you with the ability to track and manage your vehicles, mobile workers and optimize your operations in a single cloud-based platform**

Product Code	Product Name	List Price
CICC001	**Courier Complete** - A complete operations management system for courier companies, including order-entry, customer management, pricing, billing, driver management, a web module for customer online order entry and tracking and a mobile module for real-time driver updates. Minimum of 10 subscribers must be purchased.	$30.00
CITD001	**FC Track & Dispatch** - Designed for mobile resource tracking and/or dispatching of work orders. Track and Dispatch works on the **Motorola MC55, MC65, MC75, ES400** and **BlackBerry** based devices.	$25.00
CIFT2001	**FC Fleet Tracker MGS 200 Bundle** includes the MGS200 2G GPS modem with antenna and wire harness, standard installation included (connecting constant power, ignition power and ground) Fleet Complete subscription with technical support and remote training.	$37.00
CIFT5001	**FC Fleet Tracker MGS 500 Bundle** includes MGS500 HSPA (with Ethernet port) GPS modem with antenna and wire harness, standard installation included (connecting constant power, ignition power and ground) Fleet Complete subscription with technical support and remote training.	$45.00
CIAT001	**FC Asset Tracker Un-Bundled** includes Fleet Complete subscription with technical support and remote training. Asset Tracker hardware and installation NOT INCLUDED.	$10.00

IATBU01	Fleet Complete Asset Tracker Bundle includes XT5000-2G asset tracking device with a 10,000 mAh onboard battery, capable of tracking unpowered assets once a day for 3 years.	$20.00
CICC003	**Courier Complete** - A complete operations management system for courier companies, including order-entry, customer management, pricing, billing, driver management, a web module for customer online order entry and tracking and a mobile module for real-time driver updates. Minimum of 10 subscribers must be purchased. **Special pricing only for existing CI customers migrating to AT&T.**	$18.00
CIFT2003	**Special pricing only for existing CI customers migrating to AT&T.**	$15.00
CIFT2018	Fleet Tracking Software $18	$18.00
CIFT2020	Fleet Tracking Software $20	$20.00
CIFT2025	Fleet Tracking Software $25	$25.00
CIFT2030	Fleet Tracking Software $30	$30.00
CIHD2005	Fleet Tracking Hardware $5	$5.00
CIHD2006	Fleet Tracking Hardware $6	$6.00
CIHD2007	Fleet Tracking Hardware $7	$7.00
CIHSMC01	HOS Multi User Code	$7.00
CIHSMC02	HOS Multi User Code	$14.00
CIHSMC04	HOS Multi User Code	$28.00
CIHSMC08	HOS Multi User Code	$56.00
CIHSMC128	HOS Multi User Code	$896.00
CIHSMC16	HOS Multi User Code	$112.00
CIHSMC256	HOS Multi User Code	$1,792.00
CIHSMC32	HOS Multi User Code	$224.00
CIHSMC512	HOS Multi User Code	$3,584.00
CIHSMC64	HOS Multi User Code	$448.00

CISSMC01	Legacy-Suite Multi User Code	$18.00
CISSMC02	Legacy-Suite Multi User Code	$36.00
CISSMC04	Legacy-Suite Multi User Code	$72.00
CISSMC08	Legacy-Suite Multi User Code	$144.00
CISSMC128	Legacy-Suite Multi User Code	$2,304.00
CISSMC16	Legacy-Suite Multi User Code	$288.00
CISSMC256	Legacy-Suite Multi User Code	$4,608.00
CISSMC32	Legacy-Suite Multi User Code	$576.00
CISSMC512	Legacy-Suite Multi User Code	$9,216.00
CISSMC64	Legacy-Suite Multi User Code	$1,152.00
CIATMC01	Resource Tracker Multi User Code	$5.00
CIATMC02	Resource Tracker Multi User Code	$10.00
CIATMC04	Resource Tracker Multi User Code	$20.00
CIATMC08	Resource Tracker Multi User Code	$40.00
CIATMC128	Resource Tracker Multi User Code	$640.00
CIATMC16	Resource Tracker Multi User Code	$80.00
CIATMC256	Resource Tracker Multi User Code	$1,280.00
CIATMC32	Resource Tracker Multi User Code	$160.00
CIATMC512	Resource Tracker Multi User Code	$2,560.00
CIATMC64	Resource Tracker Multi User Code	$320.00

SKU Code	Product Description	**Price**
40004	Cigarette Lighter Adapter	$25.00
40005	Driver ID Kit including programming device, ID reader, buzzer, ID tag, keyfob and installation	$125.00

40006	Driver ID Kit including ID reader, buzzer, ID tag, key fob and installation	$95.00
40007	30ft cable 12 BIT and installation	$200.00
40008	48 ft cable 12 BIT and installation	$220.00
40009	10' CAT6 (500 MHz) Ethernet Network Cable - Blue	$5.00
40010	Extended Warranty year two & three (MGS200)	$100.00
40011	Extended Warranty year two & three (MGS500)	$150.00
40012	Refurbished Out of Warranty MGS200 GPS modem (subject to availability)	$240.00
40013	Wi-Fi access point	$260.00
40014	Wi-Fi access point installation	$75.00
40015	GMI-GNX-PX0000 - Port Expender (MGS200) and installation	$125.00
40016Deactivated now its/42218 (125-130)	Standard Installation	$130.00
40017	Construction Equipment installation	$250.00
40018	On-Site (non-warranty) Service Call	$275.00
40019	No-Show Charge (Client Must call 24hr in advance to cancel appointment)	$550.00
40020	Fee PER TRIP to install MGSX00's in vehicles at a customer's location anywhere in the United States. During an 8-hour work day an installer may complete 6 to 8 installations assuming the vehicles are available as needed. If the installer arrives at the customer's site and the vehicles are not available a No-Show fee of $400 will be charged to the customer.	$75.00
40021	P3PPSHIP-SHIPPING	$45.00
40022	FC Fleet Tracker MSG200 2G Replacement Hardware	$325.00
40023	MSG500 - GMI-CAB-MGS200 - Power Harness, MGS200 (2 fuse, 2 meter)	$600.00

40024	2G XT5000 Replacement - GMI-CAB-240011 - Auxiliary Harness, 18 pin for MGS500	$205.00
40108	XT5000_2G_183	$184.00
40109	CICCETFCHARGE $250	$250.00
40110	CITDETFCHARGE $250	$250.00
40111	CIFT200ETFCHARGE $250	$250.00
40112	CIFT500ETFCHARGE $450	$450.00
40113	CIATETFCHARGE $150	$150.00
40114	Plastic Enclosure	$30.00
41838	FC Fleet Tracker MSG200 2G Blowout Promo	$155.00
41839	FC Fleet Tracker XT5000 New Device 2G Blowout Promo (sold with 2G Asset Tracker)	$99.00
42219	GMI-CAB-450000 - MGS500 WiFi POE Adapter with 12 pin power plug	$20.00
74931	GMI-CAB-MGS500 - Power Harness, MGS500 (2 fuse, 2 meter)	$15.00
74933	GMI-CAB-120280 - Garmin Data Cable, MGS200 (w/Power)	$15.00
74934	GMI-CAB-120290 - Data cable, Garmin Traffic for 2xx,5xx,465t,13xx,14xx MHS200 (w/Power)	$20.00
74935	Power Harness, MGS500 (2 fuse, 2 meter)	$15.00
74936	Garmin Data Cable, MGS200 (w/Power)	$65.00
74937	Data cable, Garmin Traffic for 2xx,5xx,465t,13xx,14xx MHS200 (w/Power)	$145.00
74938	Garmin Data Cable, MGS500 (w/Power)	$65.00
74939	Data Cable, MGS500, for Garmin Traffic for 2xx, 5xx, 465t, 13xx, 14xx	$145.00
74940	Small Door Sensor and installation	$85.00
74941	Large Door Sensor and installation	$150.00

74942	PTO Sensor and installation	$85.00
74943	Emergency Button and installation	$85.00
74944	Roof mount SMCf Antenna	$60.00
74945	MR900 Micro receiver with one way signaling, receive only	$575.00
74946	T-Pass LTX200-A Transmitting PASS with one way signaling, auto on actionation	$800.00
42557	Professional Services	$125.00
42558	AT1000 Hardware	$155.00
RTL.4079C	Covert Antenna- $25	$25.00
RTL.4080C	Removal- $70	$70.00
RTL.4077C	Removal and reinstallation - $200	$200.00
RTL.4093C	AT1000 Wall Charger- $35	$35.00
RTL.4128C	AT1000 Magnetic Cradle- $35	$35.00
RTL.4469C	AT1000 Temp Sensor- $86	$86.00
RTL.4023C	OBDII Cable- $15	$15.00
RTL.4553C	Driver ID Key Tag and Fob- $7.45	$7.45
RTL.4569c	6/9 pin Molex connectors- $24	$24.00
RTL.4073C	MGS J-Box with Bluetooth kit- $40	$40.00
RTL.4025C	Installation training/ per hour- $100	$100.00
RTL.4024C	Qpuck Satellite Failover with install @ $685	$685.00
RTL.4393F	FLEETCOMPLETEAT1000HARDWARE	$199.00
RTL.4392F	MGS150CABLE	$20.00
RTL.4118H	MGS700 Fleet Tracker	$155.00
RTL.4169H	6 pin Y cable	$20.00
RTL.4165H	9 pin Y Cable	$20.00

RTL.4156H	6 pin to 9 pin cable	$15.00
RTL.4157H	MGS100/700 OBDII IOY DID	$20.00
RTL.4158H	MGS100/700 9 pin right angle T2	$35.00
RTL.4159H	MGS700 9 Pin IOY Flange 10FT	$35.00
RTL.4160H	MGS100/700 9 pin T2 IOY	$35.00
RTL.4162H	MGS100/700 9 pin T2 IOY Flange	$35.00
RTL.4163H	MGS100/700 9 pin IOY Flange	$35.00
RTL.4161H	MGS100/700 9 pin IOY	$35.00
RTL.4164H	MGS100/200/700 PH DID ready	$15.00

AT&T Mobility Application Solutions Continued		
AT&T Enterprise Content Management Solutions	**Box from AT&T**	**Box from AT&T is a scalable enterprise-grade solution that enables agencies to better manage content and collaborate more effectively – all in a highly secure cloud workspace. With Box from AT&T, agencies can manage, access, and share information from virtually anywhere. Box enables users to upload, view, edit, and distribute content from virtually any web-enabled device. In the office or on the field, users will be able to access on their desktop PC, laptop, smartphone and tablet. Native mobile apps are available for all major mobile operating systems including iOS, Android™, Windows®, and BlackBerry**

Product Description	Product Code	List Price
BOX FROM ATT BUSINESS 1YR	RTL.4721C	$180.00
BOX FROM ATT BUSINESS PLUS 1YR	RTL.4997C	$285.00
BOX FROM ATT ENTERPRISE 1YR	RTL.4998C	$399.00
BOX FROM ATT ELITE 1YR	RTL.4946D	$627.00
BOX BUSINESS W PREM SVCS 1YR	RTL.4014E	$207.00
BOX BUSINESS PLUS W PREM SVCS 1YR	RTL.4026E	$327.75
BOX ENTERPRISE W PREM SVCS 1YR	RTL.4027E	$458.85
BOX BUSINESS W PLAT 1YR	RTL.4253F	$225.00
BOX BUSINESS PLUS W PLAT 1YR	RTL.4252F	$356.28
BOX ENTERPRISE W PLAT SVCS 1YR	RTL.4251F	$498.72

AT&T Mobility Application Solutions Continued		
AT&T Public Safety Solutions	Rave Mobile Safety	Rave Mobile Safety provides innovative emergency and public safety technology to help save lives. The Rave platform integrates data and communication tools to help those in charge of keeping others safe prepare better, respond faster and communicate more effectively in emergency situations. Thousands of agencies and institutions across law enforcement, 9-1-1, state and local emergency management agencies, corporations, healthcare organizations, K–12 districts, colleges and universities depend on Rave's award-winning software solutions

Product Name	Product Code	Product Description	List Price
Rave Guardian (< 20,000 FTE ("Full Time Equivalent")	RG-AE-1001-1	Rave Guardian per user. Annual fee	$10.00
Rave Guardian Set-up	RG-SE-2000	Rave Basic Guardian set-up including Rave's standard email authentication. One-time fee	$2,000.00
Rave Guardian (< 20,000 FTE)	RG-A-1001-1	Rave Guardian per position for schools with an FTE less than 20,000. Annual fee	$6,000.00
Rave Guardian (> 20,000 FTE)	RG-A-1001-2	Rave Guardian per position for schools with an FTE more than 20,000. Annual fee	$10,000.00
Rave Guardian Set-up	RG-S-2000	Rave Basic Guardian set-up including Rave's standard email authentication. One-time fee	$2,000.00
Rave Panic Button Setup	RPB-S-2000	Rave Panic Button Setup - per school, one-time fee	$500.00
Rave Command View for Rave Panic Button	RCV-A-1001	Rave Command View for Panic Button Facilities. Per authorized listed Panic Button user / year. Requires Rave Panic Button. Annual fee	$6.00
Rave Panic Button	RPB-K12-1000	A phone application-based system with optional 9-1-1 integration that works for all hazards. Rave Panic Button for K12 - Cost per school / year; (minimum $5,400 per year). Annual fee.	$1,800
Rave Panic Button Setup	RPB-K12-2000	Rave Panic Button Setup - per school, one-time fee	20% of RPB-K12-1000 annual fee
Rave Command View for K12 for Rave Panic Button	RCV-K12-1001	Rave Command View for Panic Button K12 Facilities. Requires Rave Panic Button. $100 per each login (2 logins included) Annual fee	$100
Rave EyeWitness	RE-A-1000	Requires RA-A-1000 Pricing is based on population $2,000 Minimum. Additional Keywords available at $1,500 per keyword per year. Annual fee	$0.10
Rave EyeWitness Additional Keyword	RE-A-1000-KW	Requires RE-A-1000 Each Additional Keywords available at $1,500 per keyword per year. Annual fee	$1,500.00
Rave EyeWitness Set-up	RE-S-2000	Rave EyeWitness Set-up	$1,800.00
CAP inbound/outbound API for Rave Messenger	RACAP-A-1000	Required for IPAWS - priced per FTE / Resident. Annual fee	$0.05
Development Sandbox License	RD-A-1000	Additional Rave Messenger Development Environment. NOTE: If annual license is MORE than $12,500, the development license fee is 20% of annual license fee. Annual fee	$2,500.00

Premium SMS Messaging for Rave Messenger	RAP-A-1000	Premium SMS Messaging for Rave Messenger throughput - Priced per FTE. Annual fee	$0.05
Rave Messenger Basic	RA-A-1000-B	Unlimited Text - SMPP/SMS thru admin console, RSS, Email. $2,500 minimum purchase. Does not include Premium SMS Messaging. priced per FTE. Annual fee	$1.50
Rave Messenger Inbound 800 Service	RA-A-1002	Requires RV-S-2000. Price includes 10,000 30 second increments. Annual fee	$1,400.00
Rave Messenger Social Media Integration	RASM-A-1000	Rave Messenger Social Media Integration - priced per FTE. Annual fee	$0.05
Rave Inbound Toll-Free Number for Messaging / Minutes	RV-A-1003	Per minute cost for inbound Toll-Free Number. Annual fee	$0.14
Rave SMS to Opt-in	SMS-A-1000	For Higher Ed and Corporate Customers - Priced per keyword. Must purchase Rave Messenger. Minimum price of $2,500 per keyword / $1,500 per additional keyword. Annual fee	$2,500.00
Rave Voice Add-on Module	RV-A-1000	Enables voice messages to be delivered to mobile phones and landlines. $1,500 minimum purchase; Requires purchase of Rave Messenger. priced per FTE. Annual fee	$1.25
CAP Inbound/Outbound API One-Time Setup	RACAP-S-1000	Setup fee for CAP Inbound/outbound API Integration. One-time fee	$500.00
Rave Messenger for Public Safety One-Time Setup	R911SPRA-S-1000	Requires purchase of Rave Messenger for Public Safety. This is a one-time setup fee	$2,000.00
Rave Messenger Set-up (Basic)	RA-S-2000	Requires RA-A-1000. One-time fee	$1,800.00
Rave Messenger Social Media Integration Setup	RASM-S-1000	Rave Messenger Social Media Integration Setup. One-time fee	$500.00
Rave Inbound 800 Service Setup	RV-S-2001	Requires RA-A-1002 or RV-A-1003. One-time fee	$1,000.00
Rave Voice Set-up	RV-S-2000	Requires RV-A-1000. One-time fee	$1,800.00
	RAU-S-2000	One-time fee set-up for Rave's Alertus integration. One-time fee	$1,800.00
IPAWS	R911SPRA-S-1001	Requires purchase of SmartPrepare with Alert. This is a one-time setup fee	$2,000.00
LDAP/CAS/SSO/Shibboleth Authentication Integration	RA-S-2003	Utilizes your organization's existing Single Sign on authentication system for user authentication. By utilizing an existing user identity, users will not need a separate User ID and Password to	$1,000.00

		access the Rave Mobile Safety system. Annual fee.	
Rave Messenger for Enterprise One-Time Setup	R911SPRAE-1001	Requires purchase of Rave Messenger for Enterprise. This is a one-time setup fee	$1,800.00
Rave Messenger for Enterprise	R911SPRAE-1000	Alert - priced per user. $2,500 minimum. Annual fee.	$4.00
Rave Messenger for Enterprise Voice Add On	RV-AE-1000	Voice add-on. Requires Rave Messenger R911SPRAE-1000. Priced per user. $1,500 minimum. Annual fee	$2.00
Rave Messenger for Enterprise Voice Add On One-Time Setup	RV-AE-1001	Voice add-on setup. One-time fee	$1,800.00
Rave SMS to Opt-in for Enterprise	SMS-PS-AE-1000	For Enterprise Customers - Priced per user at $0.05 per user for first keyword with each additional keyword at $500/keyword. Must purchase Rave Messenger for Enterprise. Minimum price $500, and each additional keyword is a $500. Annual fee	
Rave Messenger for Enterprise Loaded Landlines	R911SPRAE-1001	Must purchase SmartPrepare with Alert; priced per land line. Annual fee	$0.05
Premium SMS Messaging for Rave Messenger for Enterprise	R911SPRAP-AE-1000	Premium Messaging for Rave Messenger for Enterprise throughput - this utilizes SMPP gateway binds instead of web services - Priced per user. Annual fee	$0.05
Rave Messenger for Enterprise Social Media Integration	R911SPRASM-AE-1000	Rave Messenger for Enterprise Social Media Integration - Priced per user. Annual fee	$0.01
Rave SMS to Opt-in for Public Safety	SMS-PS-A-1000	For State & Local Customers - Priced per resident at $0.05 per resident for first keyword with each additional keyword at $500/keyword. Must purchase Rave Messenger for Public Safety. Minimum price $500, and each additional keyword is a $500. Annual fee	$0.05
CAP inbound/outbound API for Rave Messenger for Public Safety	R911SPRACAP-A-1000	Required for IPAWS - priced per resident. Annual fee	$0.02
Premium SMS Messaging for Rave Messenger for Public Safety	R911SPRAP-A-1000	Premium Messaging for Rave Messenger for public safety throughput - this utilizes SMPP gateway binds instead of web services - Priced per resident. Annual fee	$0.02
Rave Messenger for Public Safety	R911SPRA-1000	SmartPrepare with Alert - priced per person. Annual fee	$0.20

Rave Messenger for Public Safety Loaded Landlines	R911SPRA-1001	Must purchase SmartPrepare with Alert; priced per land line. Annual fee	$0.25
Rave Messenger for Public Safety Procurement per 1,000 phone numbers	R911SPRA-1002	Must purchase Rave Messenger for Public Safety; priced per unit (1 unit = 1,000 phone numbers) Annual fee	$200.00
Rave Messenger for Public Safety Social Media Integration	R911SPRASM-A-1000	Rave Messenger for Public Safety Social Media Integration - Priced per resident. Annual fee	$0.02
Rave Smart Loader Annual Integration	RA-AS-2001	Automatically add, edit, and delete users and groups within your Rave Mobile Safety System. Seamlessly integrates with all major SIS and HR systems including SunGard, Datatel, PeopleSoft, Oracle, and others via standard data exports and batch CSV processes. Annual fee.	$1,800.00
Daily Technical Consultant I	RPS-S-2000A	Rate for Professional Services. Cost per hour	$225.00
Daily Technical Consultant II	RPS-S-2000B	Rate for Professional Services. 8 Hours / One-time fee	$1,800.00
Daily Technical Consultant III	RPS-S-2000C	Rate for Professional Services. 8 Hours / One-time fee	$1,600.00
Daily Technical Consultant IV	RPS-S-2000D	Rate for Professional Services. 8 Hours / One-time fee	$1,400.00
Rave On-site Training	ROnsite-S-2004	Rave On-site Training. Per day plus travel and expenses	$2,400.00
Rave 911 (Smart911) Setup and Configuration per PSAP	R911-S-2000	Setup and configuration of Rave 911 (Smart911). Requires license for Rave 911 (Smart911). Price is per PSAP. One-time fee	$10,000.00
Rave CAD (Computer-Aided Dispatch) Integration Setup	R911CAD-S-2000	Rave CAD Integration; Requires purchase of Rave 911 (Smart911). One-time fee	$3,600.00
Rave CAD Integration Maintenance	R911CAD-S-2001	Rave CAD Integration; Requires purchase of Rave 911 (Smart911). Priced per call taking position, minimum of $3,600	$200.00
RapidSOS Service Data	R911RapidSOS-A-1000	RapidSOS Service Data - Must purchase Rave 911 (Smart911) Suite Basic, Suite Standard or Location Annual fee. Required	$0.00
Rave 911 (Smart911) Backup License	R911X-A-1000BU	Backup license, Priced per call taking position. Annual fee	$1,000.00
Rave 911 (Smart911) First Responder View	R911FR-A-1000	First Responder View; Priced per user; Requires Rave 911 (Smart911) purchase. Annual fee	$100.00

Rave 911 (Smart911) Suite Basic	R911Basic-A-1000	Priced per call taking position; Includes Chat, Notes, Facility, RapidSOS Service Data, 911 Panic Button Integration Software, .NET App. Annual fee	$4,000.00
Rave 911 (Smart911) Suite Standard	R911Standard-A-1000	Priced per call taking position. Includes Smart911Safety Profile, Chat, Notes, Facility, RapidSOS Service Data, 911 Integration Software, .NET App, 30 First Responder View Users. Annual fee	$6,400.00
Rave 911 (Smart911) Text Chat	R911Chat-A-1000	Rave 911 (Smart911) Component - Text Chat. Annual fee	$1,500.00
Rave Analytics	RAN-A-1000	Priced per call processed with a minimum of $1,000 per year. Annual fee	$0.01
Rave Command View for Rave911	RCV-A-1000	Priced per named user login. Annual fee	$1,500.00
Rave 911 (Smart911) Call Notes	R911Notes-A-1000	Rave 911 (Smart911) Component - Call Notes - Priced per call taking position. Annual fee	$7,500.00
Rave 911 (Smart911) Profile	R911Profile-A-1000	Rave 911 (Smart911) component - Smart911 Profile only. Annual fee	$2,000.00
Rave 911 (Smart911) Location	R911Location-A-1000	Rave 911 (Smart911) Component – Location - Priced per call taking position. Annual fee	$1,000.00
Rave 911 (Smart911) Facilities	R911Facilities-A-1000	Rave 911 (Smart911) Component - Facility Profile - Priced per call taking position. Annual fee	$1,000.00
Rave Prepare One-Time Setup Fee	RP-S-2000	RavePrepare Setup and Configuration. Requires Rave Prepare License. One-time fee	$3,600.00
Rave Prepare Add-On to Rave Messenger	RPAddOn-A-1000	Rave Prepare Add-On to Rave Messenger Annual License Fee; Priced per population; Minimum $2,500. Annual fee	$0.02
Rave Prepare Premium Support Add-on Annual Fee	RP-PremSupport-A-1000	Rave Premium Support Add-on to Rave Prepare Stand Alone; Priced per Population; Minimum $2,000. Annual fee	$0.02
Rave Prepare Stand Alone Annual License	RPStandAlone-A-1000	Rave Prepare Stand Alone Annual License Fee; Priced per population; Minimum $5,000. Annual fee	$0.08

Discounts are available and based upon opportunity size, value, and complexity.

AT&T Mobility Application Solutions Continued		
AT&T Managed Applications – The Mutualink Interoperable Response and Preparedness Platform (IRAPP)		
AT&T Mutualink Interoperable Response and Preparedness Platform (IRAPP)	Several Components delineated herein and in pricing	Enhance response for public safety agencies, hospitals, schools, and critical infrastructure entities by utilizing the Mutualink Interoperable Response and Preparedness Platform (IRAPP) network. Not only will police, fire or emergency management agency achieve new levels of secure, advanced communications, including voice, video, data and radio interoperability, but you are connecting into vast growing network of partners. New levels of interconnectivity for collaboration and coordination for event and incident management emerge

Product Line Item	State/Local Gov & Nonprofits			
	First Yr	Recurrent	Equipment	Setup
	Annual	Annual	Wholesale	One Time
SITE LICENSE				
Enterprise (Primary Site)	No Charge	No Charge		
Additional Site	No Charge	No Charge		
SET-UP SERVICES				
Network Provisioning & Setup (Per Site)				1,060.00
Staging/Testing (Per Site)				400.00
Program Management (Per Site)				666.67
User Training (Per Site)				265.33
INTEROP CAPABILITY				
IWS Client (with EDM & IWS Mobile Access)	2,079.48	2,399.40		
IWS Clients 2-5	1,455.48	1,679.40		
IWS Clients 6-50	1,247.48	1,439.40		
IWS Clients 50-1000	987.48	1,139.40		
IWS Clients 1000+	883.48	1,019.40		
Add'l IWS Mobile Clients	290.68	335.40		
ENTERPRISE MULTIMEDIA PTT				
Enterprise Multmedia PTT Clients (Min of 5)	82.68	95.40		
Enterprise Multmedia PTT Clients 6 - 100	72.28	83.40		
Enterprise Multmedia PTT Clients 101 - 1000	61.88	71.40		
Enterprise Multmedia PTT Clients 1001+	51.48	59.40		
INTEROP WORKSTATION				
IWS Appliance (w/ Speaker/Microphone)			1,911.76	
IWS Portable Workstation (w/ Speaker/Mic)			2,676.47	
Speaker/Microphone (Incl w/ Appliance)			302.35	
RADIO				
Standard Radio Interconnect (Per Port)	415.48	479.40		
Advanced Radio Switch Interconnect	1,247.48	1,439.40		1,333.33
1 Port Gateway			1,525.59	
2 Port Gateway			1,835.29	
4 Port Gateway			2,294.12	
VIDEO				
Video Interconnect (Per Port)	488.28	563.40		
Video Streaming Device			2,333.33	
1 Port Gateway			1,525.59	
2 Port Gateway			1,835.29	
TELEPHONE				
Telephone Interconnect (Per Port)	415.48	479.40		
1 Port Gateway			1,525.59	
GO KITS				
Portable Domestic Go Kit (4R and 2V)	1,544.28	1,781.86	34,665.80	
Compact Got Kit (4R and 2V)	1,544.28	1,781.86	21,665.80	
Compact Got Kit (2R and 2V)	1,286.90	1,484.89	19,065.80	
PANIC BUTTON				
Soft Panic/Facility (Govt/Commercial)	1,500.00	1,620.00		1,133.33
Panic Button Interface (Non-ML Sold)	426.67	480.00		532.00

Product Line Item	K-12 Discounted Pricing			
	First Yr	Recurrent	Equipment	Setup
	Annual	Annual	Wholesale	One Time
SITE LICENSE				
Enterprise (Primary Site)	No Charge	No Charge		
Additional Site	No Charge	No Charge		
SET-UP SERVICES				
Network Provisioning & Setup (Per Site)				1,060.00
Staging/Testing (Per Site)				400.00
Program Management (Per Site)				666.67
User Training (Per Site)				265.33
INTEROP CAPABILITY				
IWS Client (with EDM & IWS Mobile Access)	1,039.79	1,199.76		
IWS Clients 2-5	727.79	839.76		
IWS Clients 6-50	623.79	719.76		
IWS Clients 50-1000	493.79	569.76		
IWS Clients 1000+	441.79	509.76		
Add'l IWS Mobile Clients	207.48	239.40		
ENTERPRISE MULTIMEDIA PTT				
Enterprise Multmedia PTT Clients (Min of 5)	82.68	95.40		
Enterprise Multmedia PTT Clients 6 - 100	72.28	83.40		
Enterprise Multmedia PTT Clients 101 - 1000	61.88	71.40		
Enterprise Multmedia PTT Clients 1001+	51.48	59.40		
INTEROP WORKSTATION				
IWS Appliance (w/ Speaker/Microphone)			1,911.76	
IWS Portable Workstation (w/ Speaker/Mic)			2,676.47	
Speaker/Microphone (Incl w/ Appliance)			302.06	
RADIO				
Standard Radio Interconnect (Per Port)	207.79	239.76		
Advanced Radio Switch Interconnect	623.79	719.76		1,333.33
1 Port Gateway			1,525.59	
2 Port Gateway			1,835.29	
4 Port Gateway			2,294.12	
VIDEO				
Video Interconnect (Per Port)	244.19	281.76		
Video Streaming Device			2,333.33	
1 Port Gateway			1,525.59	
2 Port Gateway			1,835.29	
TELEPHONE				
Telephone Interconnect (Per Port)	207.79	239.76		
1 Port Gateway			1,525.59	
K-12				
K-12 Interconnect (Radio and Video)	451.99	521.52		
K-12 Gateway (2 Port)			1,835.29	
GO KITS				
Portable Domestic Go Kit (4R and 2V)	1,544.28	1,781.86	34,665.80	
Compact Got Kit (4R and 2V)	1,544.28	1,781.86	21,665.80	
Compact Got Kit (2R and 2V)	1,286.90	1,484.89	19,065.80	
PANIC BUTTON				
Soft Panic/Facility (K-12)	1,500.00	1,620.00		532.00
Panic Button Interface (Non-ML)	426.67	480.00		532.00

Product Line Item	Other Pricing Elements			
	MSRP	MSRP	Equipment	Setup
	Monthly	Annual	Wholesale	One Time
TRAINING & READINESS SERVICES				
Monthy Roll-Call - per session	40.00	per facility		
Annual Tabletop Exercise	798.40	per facility		
Incident Command System Basic Training	318.40	per person		
ANCILLARY HARDWARE				
1 RU Power Distrib. Shelf, w/Inter Pwr Supply			250	
Misc Installation Parts			556	
Control Station Install Kit			328	
Mutualink VCD-1			443	
Mutualink VCD-2			443	
MAINTENANCE/SHIPPING				
Customer Shipper				TBD
OPTIONAL ENGINEERING				
Local Site Install Technician - 5 Hours Block (over 60 mi from ML location)				1,000
Local Site Install Technician - 4 Hours Block (over 60 mi from ML location)				800
Local Site Install Technician - Over 4 hours (per hour)				200
Non-local Site Install Service (per day)				2,000
Non-local Travel Charge -Same Day Return (per trip)				1,333
Non-local Travel (Continental US) - Multiday (per trip)				2,133
Non-local Travel (All Other) - Multiday (per trip)				6,000
Non-local Travel Per Diem Expense (Continental US)				300
Remote Network Engineering Services (per hour)				333
Third Party Systems Integration				custom

These pricing elements are the same price regardless of Gov't or K12 designation
A custom Statement of Work will be provided for each opportunity detailing the solution design, deliverables, roles and responsibilities and expectations.
Discounts are available and based upon opportunity size, value, and complexity.

AT&T Mobility Application Solutions		
Mobile Threat Defense	**Lookout Mobile Endpoint Security**	**Lookout Mobile Endpoint Security makes it easy to get visibility into the entire spectrum of mobile risk, apply policies to measurably reduce that risk, and integrate into your existing security and mobile management solutions. Lookout Mobile Endpoint Security helps to secure corporate data by providing protection from app-based, device-based, network-based, and web/content-based risks. Lookout's Continuous Conditional Access enables only trusted devices to connect to enterprise infrastructure and data, for both managed and unmanaged deployments**

Product Code	Product Name	Monthly List Price
LOMTU	MES Threats Per User	$8.00
LOMTD	MES Threats Per Device	$5.33
LOMCU	MES Comprehensive Per User	$9.33
LOMCD	MES Comprehensive Per Device	$6.67
Product Code	**Product Name**	**Annual List Price**
4027L	MES Threats Per User – 1 Year	$72.00
4034L	MES Threats Per Device – 1 Year	$48.00
4030L	MES Threats Per User – 3 Year	$172.80
4031L	MES Threats Per Device – 3 Year	$115.20
Product Code	**Product Name**	**Annual List Price**
4032L	MES Comprehensive Per User – 1 Year	$84.00
4028L	MES Comprehensive Per Device – 1 Year	$60.00
4033L	MES Comprehensive Per User – 3 Year	$201.60
4026L	MES Comprehensive Per Device – 3 year	$144.00

AT&T Mobility Application Solutions		
AT&T FirstNet Control Center Platform	AT&T FirstNet Control Center Platform	AT&T FirstNet CC will give you global visibility into the activity of all your SIMs on the AT&T network, but more than that, use this proven platform to: Drive efficiency and profitability, empowered with robust self-service tools for provisioning, real-time diagnostics, usage controls, and more. The CC Portal gives you 24x7 access to your wireless account, so you can more productively and efficiently manage your services. Control Costs – Start with a no-touch activation experience— automatically activating your devices on the network as soon as your end users or installers switch them on in the field. Then utilize automated overage controls, notifications, and rules to control costs once your devices are in use. Eliminate manual efforts and use the automation engine in the AT&T CC to save time and money. Automation Engine –Streamline your business processes and scale faster using a powerful automation engine to programmatically control your devices. Monitor SIMs, usage, rate plans, or other elements of your connected device business and trigger actions to run automatically when critical events occur. Gain Strategic Insight—Get the intelligence you need to manage your connected device business for maximum efficiency. AT&T CC puts everything from data utilization and costs

		to performance and provisioning status at your fingertips. You'll see important usage trends, which devices cost the most, and whether your devices are working as expected in the field. Troubleshoot Problems Instantly – Run detailed diagnostics on any device, online and in real-time, whether on the AT&T network or roaming internationally. Check provisioning status, see connection session history, and view real-time connectivity status. Immediately identify connectivity issues and get the information you need to get them resolved quickly. CC may require a Commercial Connectivity Services (CCS) APN • *FirstNet CC supports all approved FirstNet Data plans listed in the AT&T MCS End User Price List*

AT&T Mobility Application Solutions Continued

AT&T Fleet Management for Government	**Geotab**	**AT&T Fleet Management for Government enables you to manage your entire fleet on an easy-to-use platform providing near-real time data that helps control costs, optimize your fleet, and meet federal and state mandates**

Product Code	Product Name	List Price
Service Plans Monthly Recurring Charges		
FMEBASENC	Fleet Mgt Ent Base Service Plan NC	$9.90
FME4MB	Fleet Mgt Ent 4MB Data Plan	$1.80
FMEPRONC	Fleet Mgt Ent Pro Service Plan NC	$19.35
FME6MB	Fleet Mgt Ent 6MB Data Plan	$2.25
FMEPLUSNC	Fleet Mgt Ent ProPlus Service Plan NC	$22.68
FME8MB	Fleet Mgt Ent 8MB Data Plan	$2.52
FMESPDNC	Fleet Mgt Ent Suspend Service Plan NC	$7.50
FME1MB	Fleet Mgt Ent 1MB Data Plan	$0.50
Hardware & Accessories One Time Charges		
4716L	ATT-GO9LTEX	$58.00
4712L	ATT-GO9LTEAK1	$86.50
4720L	ATT-GO9LTEAK2	$86.50
4487J	Uni T cable Kit GS16K2 AFMFE	$28.50
4510J	Uni HD T cable Kit GS09K2 AFMFE	$28.50
4495J	3 wire cable CW03S3 AFMFE	$9.50
4525J	IOX-NFCREADER AFMFE	$61.75
4506J	20 NFC Fobs AFMFE	$63.65
4506J	20 NFC Stickers AFMFE	$63.65

Product Code	Product Name	List Price
Installation & Pro Services		
Upfront Install & Pro Service Charges		
4601J	Standard Install with Standard Cable	$99.75
4443J	Extended Install with T Cable	$118.75
4434J	Offsite Install Fee	$242.25
4439J	3 Wire Standard Install	$133.00
4430J	Driver ID Install	$23.75
4423J	Standard PTO Install	$23.75
4441J	Non-Standard PTO Install	$80.75
4433J	Remove and Reinstall	$123.50
4444J	Remove & Reinstall with Cable	$142.50
4402J	Professional Services Fee Install	$142.50
4445J	No-Show Install Fee	$47.50
4602J	Secure Tech Install Fee	$380.00
Activation & Shipping		
4417J	Shipping, handling, Prep (per installation location)	$40.18

AT&T Dedicated Internet (ADI) Solution Continued		
AT&T Dedicated Internet (ADI)	**AT&T**	**AT&T Dedicated Internet provides carrier class, fiber based, synchronous internet connectivity**

Product Code	Product Name	List Price
Monthly Recurring Charges		
ADI-1GB	AT&T Dedicated Internet (ADI) connection (1 GB)	$7,000/Month
VPN-C	VPN Concentrator	$750/Month
One Time Charges		
Install-Svcs	Installation of VPN Concentrator	$3,000/per device

*AT&T Dedicated Internet as well as the VPN Concentrator options are intended to be used in conjunction with AT&T cellular/mobility services only.

Pricing is subject to change based on the specific location.

AT&T Private Mobile Connection Custom APN Solution Continued

AT&T Private Mobile Connection (PMC)	**AT&T**	**The AT&T Private Mobile Connection (PMC) provides enterprise customers the ability to extend their Wide Area Network (WAN) using AT&T's cellular network. By using standards-based connectivity options between the Enterprise network and the cellular network, customers are able to securely and reliably extend their network to mobile end points.** **Private Mobile Connection provides customers with flexible cellular network solutions that are tailored to support their existing data networking environment**

Product Code	Private Mobile Connection Professional Service Activities	Description	NRC
PMCAPN0/ PMCAPNQ	Private Mobile Connection Custom APN Design	Onetime (NRC) Professional Service fee for initial design of a Private Mobile Connection Custom Access Point Name (APN).	$500
PMCTRN0/ PMCTRNQ	Private Mobile Connection Transport Design	Onetime (NRC) Professional Service fee for initial design of a Private Mobile Connection Transport (e.g., IPSEC, MPLS, SMPP). *Fee includes turn-up of multiple circuits if the circuits are turned up during the APN build or change order completion. *Onetime fee is applied when more than one custom APN order is utilizing a shared backhaul.	$1,995

MPLS ePVC charges MRC

Billing Commercial Connectivity Professional Service (Private Mobile Connection) Charges

Product Code	Bandwidth	Current MRC (1 or 2 NTC's)
PMC2M	2 Mb/s AVPN	$250
PMC5M	5 Mb/s AVPN	$437
PMC10M	10 Mb/s AVPN	$610
PMC20M	20 Mb/s AVPN	$750
PMC50M	50 Mb/s AVPN	$1,000
PMC100M	100 Mb/s AVPN	$1,400
PMC250M	250 Mb/s AVPN	$1,600
PMC500M	500 Mb/s AVPN	$1,950
PMC1000M	1000 Mb/s AVPN	$3,000

FirstNet Core PMC AVPN / MPLS Interconnect Transport Monthly Recurring Charge (MRC)

Product Code	Bandwidth	Current MRC (1, 2 or 3 NTC's)
FNPMC2M	2 Mb/s AVPN	$250
FNPMC5M	5 Mb/s AVPN	$437
FNPMC10M	10 Mb/s AVPN	$610
FNPMC20M	20 Mb/s AVPN	$750
FNPMC50M	50 Mb/s AVPN	$1,000
FNPMC100M	100 Mb/s AVPN	$1,400
FNPMC250M	250 Mb/s AVPN	$1,600
FNPMC500M	500 Mb/s AVPN	$1,950
FNPMC1000M	1000 Mb/s AVPN	$3,000

*AT&T Private Mobile Connection (PMC) Custom APN is intended to be used in conjunction with AT&T cellular/mobility services only.

EQUIPMENT DISCOUNTS		CONTRACT DISCOUNT
CRU Equipment Discount		50% Off AT&T ABS/SBS Equipment Grid National Contract Reference Price (NCRP)
CRU Accessory Discount		30% Off AT&T ABS/SBS Equipment Grid National Contract Reference Price (NCRP)
EMPLOYEE DISCOUNTS	**Government Employee Discount** https://www.att.com/offers/discount-program/government-employees.html	
IRU Employee Discount	**Reference Foundation Account Number (FAN) 4599651**	17%
IRU Accessory Discount		25%
AT&T Government Reference Guide https://www.wireless.att.com/businesscenter/enterprise-reference-guide/index.jsp?wtLinkName=EnterpriseGovernmentReferenceGuide&wtLinkLoc=RN		
AT&T FirstNet https://www.firstnet.com/marketing/index.html#/marketing/index/home		

FirstNet Responder Network Authority https://firstnet.gov/		
AT&T Service Coverage Maps http://www.att.com/maps/wireless-coverage.html/		
AT&T Mobile Phone & Device Tutorial https://www.att.com/esupport/main.html#!/wireless		
		Revision 11/19/2021

Department of
MANAGEMENT
SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

CONTRACT

FOR

MOBILE COMMUNICATION SERVICES

CONTRACT NO: DMS-19/20-006A

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

AT&T CORP.

CONTRACT

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Exhibits:

Attachment A – Definitions and Acronyms;
Attachment B – Final Statement of Work:
    Exhibit 1 to Attachment B – Public Safety Additional Response
Attachment C – Final Service Level Agreements;
Attachment D – Contractor's Pricing, including:
    Exhibit 1 to Attachment D – Vendor's Services and Discounts Pricing
    Exhibit 2 to Attachment D – Vendor's Device List
Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006
Attachment F – ITN DMS-19/20-006

CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida, with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and AT&T Corp. (Contractor) with offices at 208 South Akard Street, Dallas, TX 75202, each a "Party" and collectively referred to herein as the "Parties." The terms "Party" and "Parties" are defined as provided in this paragraph whether capitalized or not, unless stated otherwise.

The Parties enter into this Contract (Contract) in accordance with Chapters 282 and 287, Florida Statutes (F.S.), and with the negotiated terms and conditions of Invitation to Negotiate, DMS-19/20-006, Mobile Communication Services.

SECTION 1. CONTRACT TERM AND TERMINATION

1.1 Initial Term

The initial term of the Contract will be five (5) years and will begin on the date the Contract is signed by all Parties.

1.2 Renewal

Upon written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with section 287.057(13), F.S., and Rule 60A-1.048, Florida Administrative Code (F.A.C.).

1.3 Suspension of Work and Termination

1.3.1 Suspension of Work

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may, at its sole discretion, suspend the Contract at any time, when in the best interest of the Department or Customer, as defined in Attachment A, Definitions and Acronyms, to do so. The Department will provide the Contractor written notice outlining the particulars of suspension and the effective date of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the specified activities associated with the Contract. Notwithstanding the foregoing, the suspension of wireless services under the Contract is limited to two (2) ninety (90) day periods (a total of 180 days) per twelve (12) month period. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract for convenience. If the Department fails to provide notice in accordance with this section, suspended lines will be automatically restored to active billing status on the 91st day following each suspension period. Suspension of work will not entitle the Contractor to any additional compensation. However, the Customer will remain responsible to compensate Contractor for services ordered and delivered under the terms of this Contract through the date of termination. For the avoidance of doubt, the Contractor will not be compensated for any suspended services during the time of suspension.

1.3.2 Termination for Convenience

The Contract may be terminated by the Department in whole or in part at any time, when, at the sole discretion of the Department, it is deemed to be in the best interest of the State of Florida to do so. The Department shall provide Contractor thirty (30) days' advanced written notice of such termination. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed, prior to the termination, for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

1.3.3 Termination for Cause

If the performance of the Contractor is not in compliance with the Contract requirements the Department may, at its sole discretion, (a) terminate the Contract pursuant to Rule 60A-1.006, F.A.C, by notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified timeframe, which shall generally not be less than thirty (30) days from such notice, or (b) take other action deemed appropriate by the Department.

1.3.4 Termination Assistance

In case of termination, whether for cause or for convenience, the Contractor will provide prompt and thorough transition assistance and cooperation, including as specified in Subsection 3.24, Transition for Future Iterations of this Service, of the Statement of Work (SOW).

SECTION 2. CONTRACT DOCUMENTS AND HIERACHY

The Contract including any exhibits referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The Contract consists of the documents listed below, and in the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Final Contract document;
2. Attachment A – Definitions and Acronyms;
3. Attachment B – Final Statement of Work:
    a. Exhibit 1 to Attachment B – Public Safety Additional Response
4. Attachment C – Final Service Level Agreements;
5. Attachment D – Contractor's Pricing, which consists of:
    a. Exhibit 1 – Vendor's Services and Discounts Pricing (i.e., End-User Price List)
    b. Exhibit 2 – Vendor's Device List
6. Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006; and
7. Attachment F – ITN DMS-19/20-006.

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000, is included herein by reference but is superseded in its entirety by the Contract.

SECTION 3. PAYMENT AND FEES

3.1 Price Adjustments

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

3.2 Price Decreases

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

3.2.1 Volume Discounts

Contractor may offer additional discounts for one-time delivery of large single orders.

3.2.2 Competitive Pricing

The Parties agree to review on an annual basis the competitiveness of the prices stated in the Contractor's most recent EUPL for services, features and devices by comparing the combined pricing for all services, features and devices provided under this Contract to the combined pricing charged by Contractor to any similarly situated United States State government customer for a mix of services, features and devices substantially similar in scope and volume to those provided under this Contract, taking into account the particular characteristics of both contracts such as performance standards, pricing terms, and contract terms and conditions. If after review the Parties determine that such similarly situated customer of the Contractor is receiving services, features and devices from the Contractor at a combined price below the pricing on the Contractor's current EUPL, the Contractor shall submit an updated EUPL with revised lower pricing; except that Contractor will have no obligation to amend pricing to the extent that the combined price difference results from services, features and devices provided by third parties, unless and to the extent that Contractor can obtain reduced pricing from such third parties using reasonable efforts. In connection with the review described in this Section 3.2.2, Contractor has no obligation to provide DMS with Contractor's or its subcontractors' or suppliers' trade secrets or confidential information not otherwise required to be provided under this Contract.

3.2.3 Sales Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period provided the Customer meets all qualifications of the promotion. Contractor must submit documentation to the Customer and to the Department identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices.

3.3 Purchase Orders and Communication Service Authorizations

A Customer may use Purchase Orders (POs) issued through MyFloridaMarketPlace (MFMP) or Purchase Orders issued through the Communications Services Authorization and Billing (CSAB) system (known as Communication Service Authorizations (CSAs) to buy commodities or services. The Department may also issue POs or CSAs on behalf of Customers. The Contractor must provide commodities or services pursuant to POs or CSAs. The PO or CSA period of performance survives the expiration of the Contract. All terms and conditions of the Contract will be incorporated into the PO or CSA and will survive the termination of the Contract. The duration of POs or CSAs must not exceed the expiration of the Contract by more than twelve (12) months, unless they have been entered into pursuant to an Extended Pricing Plan, in which case they may not exceed the expiration of the Contract by more than thirty-six (36) months. Extended Pricing Plans are discounted prices offered in exchange for a Customer's commitment to lease commodities or purchase contractual services for an extended time. Requested terms and conditions may be added to the PO, subject to negotiation between the Customer and Contractor.

3.4 Payment Invoicing

Payment will be made in accordance with section 215.422, F.S. The Contractor will be paid upon submittal of an invoice to the Department, or Customer if direct billed, after delivery and acceptance of commodities or contractual services is confirmed and the invoice is accepted by the Customer. The Contractor shall submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit, and electronic invoices should include the Contract number and the Contractor's Federal Employer Identification Number. The Department reserves the right to request additional documentation as needed, and Contractor will follow all invoice directives in the SOW and this Contract document.

Contractor shall identify/flag all State agency Customer accounts as "Government Accounts" for which service will not be interrupted due to an outstanding balance, disputed amount owed, or late payments due without prior receipt of a written notice of nonpayment, three (3) contact attempts, and a minimum sixty-one (61) day period after payment due date for State agency Customers to cure a payment default.

3.5 Travel

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and, if authorized, may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation

Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department, has instituted MFMP, a statewide eProcurement system. Pursuant to section 287.057(22), F.S., all payments issued by Customers to the Contractor for purchases of commodities or contractual services will be assessed a Transaction Fee as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law, which the Contractor shall pay to the State.

For payments within the State of Florida accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the

Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to subsection (2) of Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State of Florida or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in breach. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

3.8 Taxes

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida or Federal law. The Contractor is authorized to collect government-imposed taxes, surcharges, and fees.

3.9 Return of Funds

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within two (2) billing cycles after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT ADMINISTRATION

4.1 Department's Contract Administrator

The Department's Contract Administrator, whose primary responsibility will be to maintain the Contract file, is as follows:

Caitlen Boles
Departmental Purchasing
Department of Management Services
4050 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 410-1423
Email: Caitlen.Boles@dms.fl.gov

In the event that the Department changes the Department's Contract Administrator, the Department will notify the Contractor's Contract Manager in writing via email and document such in the Contract file. Such changes do not require a formal written amendment to the Contract.

4.2 Department's Contract Manager

The Department's Contract Manager, who is primarily responsible for enforcing the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jonathan Rakestraw
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 921-0857
Email: jonathan.rakestraw@dms.fl.gov

In the event that the Department changes the Department's Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.3 Department's Product Manager

The Department's Product Manager, who is primarily responsible for monitoring the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Raghib Quereshi
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 413-0319
Email: raghib.qureshi@dms.fl.gov

In the event that the Department changes the Department's Product Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.4 Contractor's Contract Manager

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be as follows:

Linda Cottingham
AT&T Corp.
5737 Gibson Place, Granite Bay, CA 95746
Telephone: (916) 740-4498
Email: lc4267@att.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such a change does not require a formal written amendment to the Contract.

4.5 Contractor's Account Manager

The Contractor's Account Manager, who will serve as a liaison with the Department's Contract Administrator, will be as follows:

James Gwynn
AT&T Corp.
1820 E Park Avenue, Suite 200, Tallahassee, FL 32301
Telephone: (850) 228-3565
Email: jg123r@att.com

In the event that the Contractor changes its Account Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such changes do not require a formal written amendment to the Contract.

SECTION 5. CONTRACT MANAGEMENT

5.1 Notices

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, reputable air courier service, email, or personal delivery, or as otherwise identified herein or by the Department.

5.2 Change Request

The Department's Contract Manager may authorize operational changes to services and infrastructure that do not have a pricing impact (non-billable changes) via a written change request to the Contractor. Such authorized operational changes do not require a Contract amendment but will be memorialized in writing and placed in the Contract Managers' files. The Department reserves the right to make the final determination if a change request or Contract amendment is required. Any change that would allow the Contractor to offer less of any deliverable, including commodities, services, technology, or software, requires a Contract amendment. Equipment List and End User Price List updates must be made in accordance with SOW Section 1.5, End User Price Lists (EUPLs) and Vendor's Device List, and do not require an amendment or change request.

5.3 Diversity Reporting

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

5.4 Designated Centralized Nonprofit Agency

Subject to the agency determination and to the extent applicable as provided for in section 413.036, F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE

PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated centralized nonprofit agency and the commodities or contractual services it offers is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/(contractType)/4577.

5.5 PRIDE

Subject to the agency determination and to the extent applicable as provided for in sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 6. COMPLIANCE WITH LAWS

6.1 Conduct of Business

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. These may include, but are not limited to, Chapters 282 and 287, F.S., Subtitle 60FF, F.A.C., the Communications Assistance for Law Enforcement Act, the Payment Card Industry DSS, IRS Publication 1045, Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act,, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The Contractor must comply with and must assist the Department and Customers with compliance with Subtitle 60FF, F.A.C., (and Subtitle 60GG, F.A.C., if applicable).

6.2 Dispute Resolution, Governing Law, and Venue

Any dispute concerning performance of the Contract, which is not resolved by mutual agreement of the Parties, will be promptly submitted in writing to the other party in accordance with Contract Section 5.1, Notices. The Parties shall designate individuals with authority to resolve the dispute, which for the Department, will be the Department's Contract Manager, and such individuals shall work diligently and in good faith to resolve the dispute within sixty (60) days. If the dispute cannot be resolved after sixty (60) days, the dispute shall be decided by the Department's Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Department's Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy

is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county within the State of Florida chosen by the Department.

6.3 Department of State, Registration

Consistent with Chapters 605 through 623, F.S., the Contractor must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

6.4 Suspended, Convicted, and Discriminatory Vendor Lists

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List during the term of the Contract.

6.5 Scrutinized Companies—Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision *in Odbrecht Constr. v. Sec'y*, Fla. DOT, 715 F.3d 1268 (11th Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Contract unless and until the Eleventh Circuit Court's decision in *Odebrecht Constr. v. Sec'y*, Fla.DOT, 715 F.3d 1268 (11th Cir. Fla. 2013) is overturned.

6.6 Cooperation with Inspector General

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors, if any, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the

suspension or debarment of the Contractor. Such costs include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

6.7 E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the DMS Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

SECTION 7. WORKERS' COMPENSATION, GENERAL LIABILITY INSURANCE, INDEMNIFICATION, AND LIMITATION OF LIABILITY

7.1 Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance in compliance with the statutory requirements of the state(s) of operation, as evidenced by a Certificate of Insurance satisfactory to the Department, for the protection of employees not otherwise protected. The Contractor must require all subcontractors to similarly maintain Workers' Compensation Insurance for all of the latter's employees.

7.2 General Liability Insurance

At all times during the duration of the Contract, the Contractor, at its sole expense, and its subcontractors, if any, shall carry insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. All insurance shall be with insurers authorized to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide the Department with Certificate(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured within thirty (30) days after Contract execution and on the Contract anniversary date each year of the Contract.

Upon receipt of notice from its insurer(s), the Contractor must submit via email, to the Department's Contract Manager, notice of any cancellation of any required insurance that is not replaced at least thirty (30) calendar days prior to cancellation. In the event of cancellation, the Contractor will be responsible for securing a replacement insurance policy in accordance with this section within thirty (30) Business Days after the final date of the cancelled policy.

7.3 Indemnification

The Contractor agrees to indemnify, defend, and hold the Department, Customers, and the State of Florida, its officers, employees, and agents harmless from all third-party fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department.

However, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, or a Customer, nor shall the foregoing indemnification obligations apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order.

If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department and Customer the right to continue using the product or to modify it, in accordance with the Contract terms and conditions, to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer and Department the right to continue using the product, the Contractor shall remove the product and refund the Customer and Department the amounts paid in excess of a reasonable rental for past use. The Department and Customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department or State or Customer giving the Contractor: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

7.4 Limitation of Liability

For all claims against the Contractor under any PO, CSA, or contract entered into under this Contract, and regardless of the basis on which the claim is made, the Contractor's liability under such a PO, CSA, or contractfor direct damages shall be limited to the greater of $100,000 or two (2) times the dollar amount of such PO, CSA, or contract.

Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The limitations of this section do not apply to the Contractor's obligations under section 7.3. Indemnification, and section 9.5, Other Indemnifications and Credit Monitoring, of the Contract.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY

8.1 Public Records

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of the Department, as provided in section 119.0701, F.S., the Contractor shall:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

8.2 Protection of Trade Secrets or Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or any other applicable law, or otherwise confidential under

Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for third-party claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management and Record Retention

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to the Contract, including those required by Section 6.6, Cooperation with Inspector General. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Contractor.

The Parties agree that this Contract does not contemplate any development work, e.g., of software or any other intellectual property, for or on behalf of Customer that requires additional IP ownership rights to vest in Customer.

In the event the Parties agree that the Contractor will perform custom development work for or on behalf of Customer, which development work warrants the license or assignment of additional IP rights to Customer, the Parties shall enter into a separate agreement setting forth the work to be completed, the fees to be paid, and the rights to be assigned.

SECTION 9. DATA SECURITY REQUIREMENTS

9.1 Duty to Secure State Data

The Contractor will implement and maintain best practices for technical and organizational controls to protect the security of State Data, including, but not limited to, keeping a secure area around any displayed or otherwise visible State Data and such data is stored and secured when not in use. The Contractor will be responsible for ensuring that all Persons it contracts with to maintain, store, or process State Data on its behalf will comply with all data security requirements of this section. The Contractor will also comply with any other applicable State or federal rules and regulations regarding security of information. The

State will remain the owner of all State Data and any other data made available by the State to the Contractor pursuant to this Contract.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services under this Contract from outside of the United States.

Notwithstanding the previous statement, services under this Contract relating to help desk services, system maintenance, and order processing review may be performed outside of the United States. Access to data that is not classified as personal information pursuant to section 501.171, F.S., or data that is not classified as confidential or exempt pursuant to any other Florida or federal law is allowed from outside the United States under this Contract, provided that the access is provided in compliance with Chapter 60GG-2, F.A.C.

Except as provided above, the Contractor will not allow, through its action or inaction, any State Data to be sent by any medium, transmitted, or to be Accessed outside of the United States. The Contractor will not store any State Data outside of the United States.

The Contractor shall comply with section 501.171, F.S. The Parties agree that the Contractor shall provide the notifications required by sections 501.171(3) and (4), F.S. on behalf of the Department, in accordance with section 501.171(6)(b), F.S.

9.2 State Data Access

The Contractor shall retain a list of all Persons, as defined in Attachment E – Definitions and Acronyms, with Access to State Data, including a statement confirming that each Person has passed the background screening required herein. This statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall follow and maintain its written security policy. The security policy or a high-level summary of the security policy subject to DMS acceptance is subject to disclosure within thirty-six (36) hours upon written demand by the Department or its designated agents or auditors and are subject to audit and screening. The security policy may be substituted with a high-level summary of the security policy. The high-level summary of the security policy is subject to DMS acceptance.

The Contractor shall document and record, with respect to each instance of Access to State Data:

1. To the extent known, the identity of all individual(s) who Accessed State Data in any way, whether those individuals are authorized Persons or not;
2. The duration of the individual(s)' Access, including the time and date at which the Access began and ended;
3. The identity, form, and extent of State Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of State Data, read-only versions of State Data, or editable versions of State Data; and
4. The nature of the Access, including whether the State Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The damages that would result from the Contractor's failure to compile, retain, and provide access to the written policy (or the aforementioned high-level summary) and information

required in this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor therefore agrees to credit the Department the sum of $5,000 for each breach of this subsection. The parties acknowledge that these credits are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages.

9.3 Violations of Data Security Requirements

A "Security Breach" in this Section 9 means an unauthorized Access of State Data while it is within the Contractor's control. Good faith Access of State Data by a Person, as defined in Attachment E – Definitions and Acronyms, does not constitute a security breach, provided that the information is not used for a purpose unrelated to the furtherance of the Contract or subject to further unauthorized Access. However, unauthorized Access includes incidents where Persons with authorized Access for certain purposes otherwise gain Access for unauthorized purposes.

The Contractor agrees that a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, will entitle the State to a credit commensurate with the Department and Customer's internal staffing and administrative costs associated with managing the Security Breach or violation of Section 9.1, Duty to Secure State Data, as determined by the Department. Such credits will not preclude the State from recovering other damages it may suffer as a result of the Security Breach or violation of Section 9.1, Duty to Secure State Data.

9.4 Notification Requirements

In the event of a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, or a credible allegation of a Security Breach or violation of Section 9.1, Duty to Secure State Data (as determined by the Contractor or the Department), the Contractor must notify the Department's Contract Manager and the affected Customer as expeditiously as practicable in writing or by phone, but in all instances no later than one (1) Business Day of confirmation of Security Breach impacting the Services or credible allegation .

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

1. The incident in general terms;
2. The type of information, to the extent known or should have been known, that was subject to the violations of Section 9.1, Duty to Secure State Data, or credible allegation of Security Breach;
3. The type and number of entities and individuals who were, or potentially have been, affected by the incident, to the extent known or should have been known; and
4. The actions taken by the Contractor to protect the State Data from further unauthorized Access. However, the description of those actions in the notice may be general so as not to further increase the risk or severity of the Security Breach.

The Contractor must also as expeditiously as practicable, but no later than seventy-two (72) hours from the time of discovery, set up a conference call with the Department's

Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30) minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information about the Security Breach or suspected Security Breach must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

9.5 Other Indemnifications and Credit Monitoring

The Contractor shall be fully liable for the actions of all Persons, as defined in Attachment E – Definitions and Acronyms, and shall fully defend, indemnify, and hold harmless the Department, Customers, the State of Florida, its officers, directors and employees from any third-party claims, suits, actions, damages, proceedings, and costs of every name and description, including attorney's fees, to the extent arising or resulting from a violation by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, of Section 9, Data Security, and Section 13, Background Screening and Security, resulting in the Security Breach of State Data. The Contractor shall provide credit monitoring services at its own cost for those individuals affected or potentially affected or by a Security Breach caused by the Contractor's negligence or willful misconduct, or violation of this agreement of these sections by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, for a twelve-month period of time following the Security Breach.

SECTION 10. GRATUITIES AND LOBBYING

10.1 Gratuities

The Contractor will not, in connection with the Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying

Funds provided under this Contract shall not be used to violate the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING

11.1 Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof as it relates to orders provided under this Contract. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiencies and Service Level Agreements

Service Level Agreements (SLAs) dictate the levels of service delivery for individual services. The parties acknowledge that these SLAs contain financial consequences, as required by section 287.058, F.S., are exclusive of any other right to damages, and are not intended to be a penalty. The Contractor therefore agrees to credit the Department consistently with the Contract, including as set forth in Attachment C - Service Level Agreements. Financial consequences that are due to a Customer after the completion of service, or exceed any payment due to the Contractor, shall be submitted by check rather than as a credit.

One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s) pursuant to Section 1.3.3 of the Contract. The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors.

In addition to the processes set forth in the Contract (e.g., SLAs), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor in writing. The correction must be made within a timeframe specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount and may suspend or cancel PO(s) or CSA(s) or may suspend work or terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies and the Department may suspend or cancel PO(s) or CSA(s) or may terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination.

11.3 Timely Performance

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) business days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) business days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants the same level of preferential treatment that it would grant to similarly situated government Customers with respect to devices, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS

12.1 Performance or Compliance Audits

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor as determined by the Department. The Department may conduct an audit and review copies of all the Contractor's relevant data and records that directly relate to the Contract. The Parties shall agree in writing on the scope of the audit, including the timeframe, location, and other terms and conditions, which may include the entity that may conduct the audit on behalf of the Department and the handling and security of the Contractor's confidential documents, before work to satisfy the audit is commenced. For the avoidance of doubt, this section does not apply to any audits conducted by the Inspector General (see Section 6.6, Cooperation with Inspector General, of the Contract), the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

12.2 Payment Audit

Records of costs incurred under terms of the Contract will be maintained in accordance with Subsection 8.3, Document Management and Record Retention. Records of costs incurred will include the Contractor's general accounting records, together with supporting

documents and records of the Contractor and all subcontractors performing work related to this Contract, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer, or the Office of the Auditor General.

12.3 Document Inspection

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of Contractor that are directly related to the performance of Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of Contractor which the Department determines are necessary to monitor the performance of Contract or to ensure that the terms of the Contract are being met. Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

SECTION 13. BACKGROUND SCREENING AND SECURITY

All Contractor employees, subcontractors and agents performing work under the Contract must comply with all security and other requirements of the Department or the Customer.

13.1 Background Screening

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will have conducted a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person, hereinafter referred to as "Person" or "Persons," operating under its direction with Access to State Data or who enter either the premises or facilities where State Data is stored or accessible. Contractor is not required to conduct the aforementioned background screening of a Person if that Person does not have Access to State Data and if that Person, whenever on Customer premises or facilities, is escorted by Customer authorized personnel.

The Contractor warrants that all Persons will have passed the background screening described herein before they have Access to State Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1. Social Security Number Trace; and
2. Criminal Records (Federal, State, and County criminal felony and misdemeanor, national criminal database for all states which make such information available).

The Contractor agrees that each Person will be screened as a condition prior to performing services or having Access to State Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file or applicable Contractor system. The

Contractor will abide by all applicable laws, rules, and regulations including, but not limited to, the Fair Credit Reporting Act and/ any equal opportunity laws, rules, regulations, or ordinances.

13.2 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last six (6) years, where six (6) years of historical information is available, from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State Data or directly performing services under the Contract. The disqualifying offenses are as follows:

1. Computer related crimes
2. Information technology crimes;
3. Fraudulent practices;
4. False pretenses;
5. Fraud;
6. Credit card crimes;
7. Forgery;
8. Counterfeiting;
9. Violations involving checks or drafts;
10. Misuse of medical or personnel records; and
11. Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years where six (6) years of historical information is available from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State Data. The Contractor will consider the following factors only in making the determination: i) nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the Person, and iv) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file. The Contractor will promptly notify the Department of any determinations made pursuant to this subsection. The Department reserves the right to require removal of any Persons from performing work on the Contract for any reason.

13.2.1 Refresh Screening

Contractor will ensure that all background screening of key staff will be refreshed every five (5) years from the time initially performed for each Person during the term of the Contract.

13.2.2 Self-Disclosure

The Contractor shall ensure that all key staff have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess

whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract.

In addition, the Contractor shall ensure that all key staff have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense.

13.3 Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon fifteen (15) days prior written notice to the Contractor during the term of the Contract. The parties shall agree in writing on the scope of the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced. The Department will have the right to inspect the Contractor's working area, computer systems, and/or locations to ensure that Access to State Data is secure and that the background screening process is in compliance with the Contract and all applicable state and federal rules and regulations.

SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY

14.1 Public Statements

The Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements or publicly disseminate any information which concern the Contract or its subject matter, including, but not limited to:

1. disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract,
2. use any statement attributable to the Department or its employees,
3. mentioning the Contract in a press release or other promotional material, or
4. otherwise linking Contractor's name and either a description of the Contract or the name of the State, the Department or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. If provided, the Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

The Contractor will not use the State of Florida seal, name, or logo of the Department or State of Florida, or Contractor's relationship to the Department for any purpose without the prior written consent of the Department.

The Contractor may refer to the Contract as an experience citation with other customers without prior approval.

The Contractor shall have the following obligations with respect to the marketing of this Contract to any Customers:

1. To use its commercially reasonable efforts to further the promotion, advertising, and marketing of services available under this Contract; and

2. To use its commercially reasonable efforts to promote the equitable utilization of this Contract to Other Eligible Users to any other cooperative purchasing contract for similar services.

14.2 Confidential Information

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all applicable state and federal laws, including, but not limited to Chapter 119, F.S., and sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 15. LICENSING

All services shall include all required licenses for Customers to utilize the services at no additional cost to the Customer.

This section does not govern Contractor or third-party software (which includes applications and enhancement software) sold separately, which are not necessary to provide the WDS, WVS, or public safety services under this Contract (as examples device operating software or device firmware).

Any software (which includes applications and enhancement software) licensed separately by the Contractor or its third-party supplier to Customers for use will be governed by the written terms and conditions applicable to such software or application (e.g., End User License Agreements (EULAs)).

When Customers purchase any software (which includes applications and enhancement software) licensed separately, applicable terms and conditions (e.g., EULAs will be provided to Customers and may be provided via URL or click-through at point of sale or upon login to the third-party software application. The Contract will take precedence over any and all EULA's conflicting terms. Any provisions in applicable terms and conditions that require the Department to indemnify the Contractor are inapplicable.

SECTION 16. PERFORMANCE BOND

Within thirty (30) days of Contract execution, Contractor will deliver to the Department's Contract Manager a performance bond in the amount of $500,000 (five hundred thousand). This shall also apply to any renewal years. The bond shall name the Department as the beneficiary and will be used to guarantee satisfactory performance by the Contractor throughout the term of the Contract.

1. The performance bond shall be maintained throughout the term of the Contract. The performance bond must be issued by an acceptable surety company, as determined by the Department, and which surety must be licensed to do business in the State of Florida. The insurer or bonding company shall pay losses suffered by the State of Florida directly to the Department.

2. The Contractor and insurer or bonding company shall provide the Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage, or scope of the performance bond, or of the Contractor's failure to pay bond premiums.
3. The Department shall not be responsible for any premiums or assessments on or in relation to the performance bond.
4. The performance bond is to protect the Department and the State against any loss sustained through failure of the Contractor's performance in accordance with the Contract. No payments shall be made to the Contractor until the performance bond is in place and approved by the Department in writing.
5. Within thirty (30) days of Contract execution, and by Contract execution anniversary each year following, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the performance bond is valid and has been renewed for an additional year.
6. The performance bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State of Florida pursuant to the terms of the Contract. In no event shall the performance bond be construed as a penalty bond.
7. No sooner than two (2) years after Contract execution, if it is in the best interest of the State of Florida, as determined by the Department, the Contractor's performance bond may be reduced for the remainder of the term. This reduction shall require an amendment to the Contract with the agreement of both parties.

SECTION 17. CUSTOMER OF RECORD

The Department is considered the Customer of Record for all services for the purposes of the Federal Communications Commission and Customer Proprietary Network Information.

SECTION 18. SPECIFIC APPROPRIATION

The following is the specific State fund from which the State will make payment under the first year of the Contract:

General Appropriations Act (Florida Law)
2845 SPECIAL CATEGORIES
CENTREX AND SUNCOM PAYMENTS FROM COMMUNICATIONS WORKING CAPITAL TRUST FUND

SECTION 19. MISCELLANEOUS

19.1 Warranty of Contractor's Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government.

The Contractor shall notify the Department of any regulatory or legal actions filed by any federal, state, or local government entity and any other litigation that is reasonably likely to have a material adverse impact on the Contractor's ability to perform under this Contract within thirty (30) days of the action being filed.

The Contractor must notify the Department of any legal actions filed against it for a breach of a contract that is of similar size and scope to this Contract within thirty (30) days of the action being filed, unless such legal action is withdrawn or dismissed within such thirty (30) day period. Failure to notify the Department of a legal action within thirty (30) days of the action will be grounds for termination for cause of the Contract.
The Contractor shall within five (5) calendar days notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

19.2 Subcontractors, Affiliates, Partners, Teammates, Third-Party Vendors

The Contractor is fully responsible for satisfactory completion of all subcontracted work, including work by affiliates, partners, teammates, and all other third-party vendors, in accordance with the terms and conditions of the Contract.

19.3 Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department, which shall not be unreasonably withheld.

However, the Contractor may assign its right to receive payment under the Contract without the Department's consent upon written notice to the Department, with documentation supplied to the Department as required.

In the event of any permitted assignment, the Contractor remains secondarily liable for performance of the Contract, unless such responsibility is waived by the Department in writing. The Department may assign the Contract with prior written notice to the Contractor.

19.4 Independent Contractor

The Contractor is an independent contractor. The Contractor and its employees, agents, representatives, and subcontractors, affiliates, partners, teammates, and all other third-party vendors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors, affiliates, partners, teammates, and all other third-party vendors.

19.5 Risk of Loss

Matters of inspection and approval are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity at Contractor's expense, it may be returned within thirty (30) days of receipt, and the risk of loss will remain with the Contractor.

For Contractor-installed in-building infrastructure owned by the Contractor (e.g., bidirectional amplifiers, including antennas and power), Contractor will remove the commodity (except for cabling) from the premises within thirty (30) days, after notification of rejection, removal fees may be applicable, and the risk of loss will remain with the Contractor.

For Contractor-installed in-building infrastructure, commodities not removed by the Contractor within thirty (30) days of receipt of notification will be deemed abandoned by the Contractor, and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

19.6 Safety Standards

Performance of the Contract for all commodities or contractual services must comply with applicable requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

19.7 Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.8 Time is of the Essence

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

19.9 Waiver

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

19.10 Modification and Severability

With the exception of the process described in Section 5.2, Change Requests, this Contract may only be modified by a written agreement signed by the Department and the Contractor.

Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

SO AGREED by the parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

J. Todd Inman, Secretary

8/4/2021

Date

AT&T CORP.

Signature

Linda J Cottngham

Print Name and Title

Sr. Contract Manager

Date