

**AMENDMENT NO. 5 TO PARTICIPATING ADDENDUM UNDER THE
NASPO VALUEPOINT WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

PARTICIPANT: STATE OF CONNECTICUT

This Amendment No. 5 ("Amendment 5") is entered into as of August 4, 2017 (the "Amendment 5 Effective Date") by and between the State of Connecticut ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract, #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

1.2 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated December 26, 2013, as amended (the "PA").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 5.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this Amendment 5 (at times herein, the Contract, the PA and this Amendment 5 are referred to collectively as the "Agreement"). Unless otherwise defined, capitalized terms in this Amendment 5 have the meanings ascribed to them in the Contract and/or the PA.

Section 3. Custom Offers. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), Contractor will provide Participant and its eligible CRUs the Unlimited Data Tethering Plans described in this §3 herein (the "Unlimited Data Tethering Plans" or the "Custom Offer"). The Custom Offer is available for the term of the Agreement. To be eligible for the Custom Offer, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offer is not available to IRUs. In accordance with the Agreement, the Custom Offer is subject to its underlying Plan's or offer's corresponding Sales Information which is incorporated herein by reference. The applicable Sales Information for the Unlimited Data Tethering Plans is: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information; and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information.

**TABLE 3
UNLIMITED DATA TETHERING PLANS**

	Bundled GOV Pooled Nation 300 Plan	Bundled GOV Pooled Nation 400 Plan	Bundled GOV Pooled Nation 600 Plan	Bundled GOV Pooled Nation 1000 Plan
Monthly Service Charge	\$58.75	\$59.61	\$71.43	\$83.13
Anytime Minutes	300	400	600	1000
Included Nights & Weekend Minutes	Unlimited	Unlimited	Unlimited	Unlimited
Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited

Domestic Long Distance	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included
Monthly Service Charge Discount	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Rollover Minutes	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Domestic Data Access	Included	Included	Included	Included
Additional Domestic Data Usage	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Unlimited Text	Yes	Yes	Yes	Yes
Tethering	Included	Included	Included	Included

Section 4. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 5, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 5 as of the Amendment 5 Effective Date.

State of Connecticut

By: [Signature]
Name: Carol Wilson
Title: INS Director of Procurement
Date: 8/1/17

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: [Signature]
Name: MAKE FLBTEL
Title: SZ. CREDIT MANAGER
Date: 8/4/17

**AMENDMENT No. 4 TO PARTICIPATING ADDENDUM UNDER THE
NASPO VALUEPOINT WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

PARTICIPANT: STATE OF CONNECTICUT

This Amendment No. 4 ("Amendment 4") is entered into as of March 31, 2017 (the "Amendment 4 Effective Date") by and between the State of Connecticut ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract, #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

1.2 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated December 26, 2013, as amended (the "PA").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 2.4. (u)

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this Amendment 4 (at times herein, the Contract, the PA and this Amendment 4 are referred to collectively as the "Agreement"). Unless otherwise defined, capitalized terms in this Amendment 4 have the meanings ascribed to them in the Contract and/or the PA.

Section 3. Custom Offers. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom integrated 5GB plans for smartphones with tethering described in §3.1 herein (the "Custom Offer" or "Custom Integrated Tethering Plans"). The Custom Offer is available for the term of the Agreement. The Custom Offer is not available to IRUs. To receive the Custom Offer, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. In accordance with the Agreement, the Custom Offer is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, the Custom Offer will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom Offer is NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers.

3.1 Custom Integrated Tethering Plans. The following applies to the Custom Integrated Tethering Plans: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information, and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information. The Custom Integrated Tethering Plans are further described in Table 3.1.

**TABLE 3.1
CUSTOM INTEGRATED TETHERING PLANS**

	GOV Pooled 300 Plan	GOV Pooled 400 Plan	GOV Pooled 600 Plan	GOV Pooled 1000 Plan
Monthly Service Charge	\$53.75	\$54.61	\$66.43	\$78.13
Anytime Minutes	300	400	600	1000
Voice Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25
Included Nights & Weekend Minutes	5000	5000	Unlimited	Unlimited
Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A	N/A
Included Domestic Data Access	5GB	5GB	5GB	5GB
Additional Domestic Data Usage	\$10.00 / GB	\$10.00 / GB	\$10.00 / GB	\$10.00 / GB
Unlimited Text	Yes	Yes	Yes	Yes

Section 4. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 4, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and will continue to remain in full force and effect.

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

AT&T Mobility National Accounts LLC

By: [Signature]
 Name: MAUR FLISTER
 Title: SR CONTRACT MANAGER
 Date: 3/31/2017

State of Connecticut

By: [Signature]
 Name: DAVID WILSON
 Title: DIRECTOR OF PROCUREMENT
 Date: 3/31/17

**AMENDMENT #1 TO PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

PARTICIPANT: STATE OF CONNECTICUT

This Amendment No. 1 ("Amendment 1") is entered into as of June 17th, 2014 (the "Amendment 1 Effective Date") by and between the State of Connecticut ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain Western States Contracting Alliance contract, #1907, dated March 15, 2012, as amended (the "Contract").

1.2 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated December 26th, 2013 (the "PA") (at times herein, the Contract, the PA and this Amendment 1 are referred to collectively as the "Agreement").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 1.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this Amendment 1. Unless otherwise defined, capitalized terms in this Amendment 1 have the meanings ascribed to them in the Contract and/or the PA.

Section 3. Custom Offers. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the following custom offers: (a) the recurring credits described in §3.1 herein (the "Recurring Credits"); and (b) the custom ActSoft® from AT&T software offer described in §3.2 (the "Custom ActSoft Offer") (the Recurring Credits and the Custom ActSoft Offer are, at times, referred to together herein as the "Custom Offers"). The Custom Offers are available for the term of the Agreement. To receive the Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offers are not available to IRUs. In accordance with the Agreement, the Custom Offers are subject to the underlying Plan's or offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, the Custom Offers will be provided only if Participant's account is active and in good standing with respect to the applicable CRU.

3.1 **Recurring Credits.** Recurring Credits are provided each month and are only available to the Participant's CRUs who (a) activate or migrate Service on the corresponding Plan; and (b) remain on Service under such Plan at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount. Recurring Credits may take up to two (2) billing cycles from the Amendment 1 Effective Date before they begin applying.

**Table 3
Recurring Credits**

Plan	Recurring Credits (Per Month)
Enterprise 5MB Telemetry Plan with an MSC of \$17.99	\$8.66
Enterprise 10MB Telemetry Plan with an MSC of \$20.99	\$7.66

3.2 Custom ActSoft® Offer. Contractor will provide Participant and its eligible CRUs with the pricing on ActSoft® from AT&T as set forth in Table 4 herein. The Custom ActSoft Offer is not eligible for the Service Discount or any other discounts, rebates or promotions.

**Table 4
Custom ActSoft® Offer**

Description	Standard Price (Orders with a quantity of less than 74)	Discount Price (Orders with a quantity of 75 or more)
ActSoft Comet Tracker (ASFTCT01)	\$21.00	\$17.00

Section 4. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 1, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and shall continue to remain in full force and effect.

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

AT&T Mobility National Accounts LLC

Name: Theresa Page

Title: Sr Contract Manager

Date: 6/17/14

State of Connecticut

Name: CAROL WILSON

Title: DIRECTOR OF PROCUREMENT

Date: 6/16/14

**AMENDMENT #2 TO PARTICIPATING ADDENDUM UNDER THE
NASPO VALUEPOINT WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

PARTICIPANT: STATE OF CONNECTICUT

This Amendment No. 2 ("Amendment 2") is entered into as of August 25, 2016 (the "Amendment 2 Effective Date") by and between the State of Connecticut ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract, #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

1.2 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated December 26, 2013, as amended (the "PA").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 2.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this Amendment 2 (at times herein, the Contract, the PA and this Amendment 2 are referred to collectively as the "Agreement"). Unless otherwise defined, capitalized terms in this Amendment 2 have the meanings ascribed to them in the Contract and/or the PA.

Section 3. Custom Offers. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the following custom offers: (a) the recurring credits described in §3.1 herein (the "Recurring Credits"); and (b) the custom Business National Flat Rate Plan bundle described in §3.2 herein (the "Custom Business National Flat Rate Plan Bundle") (the Recurring Credits and the Custom Business National Flat Rate Plan Bundle are, at times, referred to together herein as the "Custom Offers"). The Custom Offers are available for the term of the Agreement. The Custom Offers are not available to IRUs. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. In accordance with the Agreement, each of the Custom Offers is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, Custom Offers will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom Offers are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers.

3.1 **Recurring Credits.** AT&T will provide Recurring Credits to Participant's CRUs in accordance with Table 3.1. Recurring Credits are provided each month and are only available to Participant's CRUs who (a) activate or migrate Service on the corresponding Plan or feature; and (b) remain on Service under such Plan or feature at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount.

**TABLE 3.1
RECURRING CREDITS**

PLAN OR FEATURE	RECURRING CREDITS (Per Month)
DataConnect Unlimited Plan for Smartphones with an MSC of \$45.00 when combined with a Voice Service Plan with an MSC of \$12.99 or higher.	\$8.80
Unlimited SMS Feature with an MSC of \$20.00 when activated with a Voice Service Plan with an MSC of \$12.99 or higher (Excludes M2AM)	\$15.00
DataConnect Unlimited Plan with an MSC of \$69.99	\$8.53

3.2 Custom Business National Flat Rate Plan Bundle. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&T's Business National Flat Rate Plan Sales Information apply to the Custom Business National Flat Rate Plan Bundle.

TABLE 3.2
CUSTOM BUSINESS NATIONAL FLAT RATE PLAN BUNDLE

Monthly Service Charge	\$5.00
Home Airtime Rate	\$0.05 per minute
Nationwide Long Distance	Included
Domestic Roaming	Included
Mobile-to-Mobile Minutes	250
Night / Weekend Minutes	250
Enhanced Push To Talk	Included

Section 4. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 2, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and shall continue to remain in full force and effect.

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

AT&T Mobility National Accounts LLC


By: 

Name: MARK FLISTER

Title: SR. CONTRACT MANAGER

Date: 8/25/2016

State of Connecticut

By: 

Name: CAROL S. WILSON

Title: DAS PROCUREMENT DIRECTOR

Date: 8/25/16

**AMENDMENT #1 TO PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

PARTICIPANT: STATE OF CONNECTICUT

This Amendment No. 1 ("Amendment 1") is entered into as of June 17th, 2014 (the "Amendment 1 Effective Date") by and between the State of Connecticut ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain Western States Contracting Alliance contract, #1907, dated March 15, 2012, as amended (the "Contract").

1.2 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated December 26th, 2012 (the "PA") (at times herein, the Contract, the PA and this Amendment 1 are referred to collectively as the "Agreement").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 1.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this Amendment 1. Unless otherwise defined, capitalized terms in this Amendment 1 have the meanings ascribed to them in the Contract and/or the PA.

Section 3. Custom Offers. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the following custom offers: (a) the recurring credits described in §3.1 herein (the "Recurring Credits"); and (b) the custom ActSoft® from AT&T software offer described in §3.2 (the "Custom ActSoft Offer") (the Recurring Credits and the Custom ActSoft Offer are, at times, referred to together herein as the "Custom Offers"). The Custom Offers are available for the term of the Agreement. To receive the Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offers are not available to IRUs. In accordance with the Agreement, the Custom Offers are subject to the underlying Plan's or offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, the Custom Offers will be provided only if Participant's account is active and in good standing with respect to the applicable CRU.

3.1 Recurring Credits. Recurring Credits are provided each month and are only available to the Participant's CRUs who (a) activate or migrate Service on the corresponding Plan; and (b) remain on Service under such Plan at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount. Recurring Credits may take up to two (2) billing cycles from the Amendment 1 Effective Date before they begin applying.

**Table 3
Recurring Credits**

Plan	Recurring Credits (Per Month)
Enterprise 5MB Telemetry Plan with an MSC of \$17.99	\$8.66
Enterprise 10MB Telemetry Plan with an MSC of \$20.99	\$7.66

3.2 Custom ActSoft® Offer. Contractor will provide Participant and its eligible CRUs with the pricing on ActSoft® from AT&T as set forth in Table 4 herein. The Custom ActSoft Offer is not eligible for the Service Discount or any other discounts, rebates or promotions.

**Table 4
Custom ActSoft® Offer**

Description	Standard Price (Orders with a quantity of less than 74)	Discount Price (Orders with a quantity of 75 or more)
ActSoft Comet Tracker (ASFTCT01)	\$21.00	\$17.00

Section 4. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 1, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and shall continue to remain in full force and effect.

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

AT&T Mobility National Accounts LLC

Name: Theresa Page

Title: Sr Contract Manager

Date: 6/17/14

State of Connecticut

Name: CAROL WILSON

Title: DIRECTOR OF PROCUREMENT

Date: 6/16/14

**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907
CA # 13PSX0339
PARTICIPANT: State of Connecticut**

This Participating Addendum (the "PA") is made this 26th day of December, 2013 (the "PA Effective Date"), between the State of Connecticut ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"); and the NASPO Cooperative, are parties to that certain WSCA contract #1907, dated March 15, 2012 (the "Contract" or "Master Service Agreement").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of the PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid purchase orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Contract.

Section 3. Authorized Participating Entities. Participant hereby designates State of Connecticut and its public entities including, without limitation, state, and local agencies, municipalities, cities, towns, and institutions of higher education as the authorized Participating Entities under the Agreement.

Section 4. Purchase Orders. Participating Entities must issue purchase orders hereunder that reference both Master Service Agreement #1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Contract number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such purchase order was properly authorized and intended for use with the PA. In such instances, the corresponding purchase order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

Section 5. Primary Contacts.

Participant:

Name: Kris H. Wohlgenuth
Title: Contract Specialist
Address: 105 Capital Ave

Lead State:

Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Suite 300

West End CT 06106
Telephone: 860 713 5706

Fax Number: _____
E-Mail: keis.whitgemuth@ct.gov

Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188
E-Mail: lsmith@admin.nv.gov

Contractor Account Team:

Name: _____
Title: _____
Address: _____
Telephone: _____
Fax Number: _____
E-Mail: _____

Contractor Main:

Name: Twila Lively
Title: Manager, Sales Operations
Address: 2600 Camino Road
San Ramon, CA 94583
Telephone: (925) 487-8945
Fax Number: (510) 261-2155
E-Mail: twilalively@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Officer and WSCA to participate in the Agreement.

Section 7. Miscellaneous.

7.1 American Recovery and Reinvestment Act of 2009 ("ARRA"). Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. If and when Contractor is so notified, Contractor will comply with the data element and reporting obligations (as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829, or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Contractor will provide the required report, if any, to the Participating Entity with an invoice presented for payment. With respect to ARRA and the Agreement, Contractor is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines. Contractor assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 Employee Benefit Program. Participating Entities will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 8. Notice of Administration Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract:

- **WSCA Fees.** Contractor is being charged a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Custom ActSoft Solution. Provided a Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §9 (including all sub-sections and Tables), AT&T will provide each such Participating Entity and its eligible CRUs Actsoft from AT&T, customized as described herein (the "Custom Actsoft Solution"). The Custom Actsoft Solution is available for the term of the Agreement. To be eligible for Custom Actsoft, the corresponding CRU (a) must be eligible to activate Service on the underlying, non-customized version of the Actsoft from AT&T; and (b) must be receiving Service under the Agreement. The Custom Actsoft Solution is not available to IRUs. Custom Actsoft pricing does not include applicable Taxes. In accordance with the Agreement, and except as modified herein, the Custom Actsoft is subject to the standard Actsoft from AT&T Sales Information, which is incorporated herein. To the extent of any material conflict between the terms

and conditions of this \$9 and the applicable Sales Information, this \$9 will control. Notwithstanding the foregoing, the Custom Actsoft will be provided only if Participant's account is active and in good standing with respect to the applicable CRU.

**TABLE 9
CUSTOM ACTSOFT SOLUTION PRICING**

	PRICE (per orders of 1-100 units)	PRICE (per orders of 101-200 units)	PRICE (per orders of 201 or more units)
Actsoft Comet Tracker (when purchased with AT&T's 2MB Pooled Telemetry Plan	\$27.00 per unit	\$25.00 per unit	\$23.00 per unit

Section 10. Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 11. Order of Precedence. The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 12. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

State of Connecticut

By: _____

, duly authorized

Name: CAROL S. WILSON

Title: DIRECTOR OF PROCUREMENT

Date: 12/23/13

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: _____

, duly authorized

Name: MARK FLISTER

Title: SR. CONTRACT MANAGER

Date: 12/26/2013

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

1. Purchase Order Instructions:

Each Participating Entity issuing valid Telecommunications Service Request (TSR) will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for service and equipment.

2. Billing of Services:

The correct and timely billing of services used by the Participating Entity is of utmost importance. Incorrect or untimely billing of services may result in the cancellation of the PA for non-performance.

2.1. Existing Services. All existing services ordered via a TSR, prior to this PA and provided by Contractor, as of the PA Effective Date, shall remain as is and not be converted to services contained in this PA without a TSR. If Contractor proposes migrating services to another service, it can only be converted if ordered by the Participating Entity via a TSR.

2.4. Monthly Electronic Billing and Format. Contractor shall provide Participating Entity with on-line secure access to the Participating Entity's raw data download billing feed (the current electronic billing feed).

2.5. Reports to Participating Entity. Contractor shall provide, upon the Participating Entity's request, an electronic report, Excel file format, listing, by WTN all individual items that are billed on a monthly basis and associated equipment for that particular Participating Entity. This report shall be electronically sent to Participating Entity within thirty days of the written request. The report shall include, at a minimum, all service and features, with associated item/product codes, associated equipment (specific make and model), with associated item/product codes, monthly recurring costs, initial activation date of service

2.8. Payments Posting. Payments received by Contractor from the Participating Entity shall be appropriately posted to the specific account for which the payment was received. At the Participating Entity's request, Contractor shall, within 30 days of the request, provide a complete written report of its accounts receivable procedures including payment history of all Participating Entity accounts/WTNs.

3. Definitions: The following definitions apply to this Participating Addendum

3.1 Claims. All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

3.2 Confidential Information: This shall mean any information about a client, including but not limited to first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver's license number or State-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client's financial account. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted". Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

3.3 Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential

process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

3.4 Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

4. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

5. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6. Sovereign Immunity. The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

7. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

8. Campaign Contribution Restriction. For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in

"Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

9. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

10. **Non-discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;

ii. "Contract" and "contract" include any extension or modification of the Contract or contract;

iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

x."public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions

shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

12. Audit and Inspection of Plants, Places of Business and Records.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

13, Financial Audit for State Grants. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

ATTACHMENT AA

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

SECTION 1. SERVICE, EQUIPMENT, AND ADDITIONAL PRODUCTS; SALES INFORMATION.

1.1 Service. Contractor, through Carriers, will provide Service to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Contract including, without limitation, corresponding Sales Information. Except as otherwise set forth in the Contract, Service including, without limitation, eligibility requirements, Plans, pricing, features, promotions, offers, and/or Service Areas is subject to change without notice; provided, however, that the Service Discount and Equipment Discount may only be changed by written amendment executed by both Parties. End Users must qualify for the chosen Service. If an End User loses his or her eligibility for a Service, Contractor may change the Service to one for which they qualify. Service is available for purchase only in Contractor Markets, as may be modified by Contractor from time to time.

1.1.1 Plans. Participating Entities may choose from (a) Voice Service and Wireless Data Service Plans found at the "Plans" page of the Program Website, as may be modified by Contractor from time to time; and (b) custom Plans set forth in the Contract. The pricing, terms and conditions of the Service depend upon the Plan, feature, promotion or other offer selected when Service is activated or changed.

1.2 Equipment. Contractor will provide Equipment and accessories to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Contract including, without limitation, corresponding Sales Information. With respect to Numbers provisioned from Contractor Markets, Participating Entities may purchase available Equipment found at the "Equipment" page of the Program Website, the list of which may be modified by Contractor from time to time. Specific models of Equipment are subject to availability limitations. Subject to availability, and Contractor's receipt of complete order information, Contractor will ship Equipment ordered by a Participating Entity and/or its End User to the address specified in the order within seventy-two (72) hours of Contractor's receipt of the order. Title and risk of loss will pass to Participating Entity upon delivery of the Equipment to the address specified in the order. Each Participating Entity is responsible for all phones and other Equipment containing a SIM assigned to it and/or its CRUs under such Participating Entity's account. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. Each Participating Entity is responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from PCs required to use the Service. Equipment not purchased from Contractor or its authorized distributors (a) may not provide some or all of the features included in the Service; and (b) may not allow use of features and functions when off of Contractor's wireless network, including those that work while on Contractor's wireless network, and CALLS TO 911 MAY NOT GO THROUGH ON ANY NETWORK. Contractor may periodically program a Participating Entity's Equipment remotely with system settings for roaming service, to direct such Participating Entity's Equipment to use network services most appropriate for its CRUs' typical usage, and other features that cannot be changed manually. Equipment purchased for use on Contractor's system is designed for use exclusively on such system. Participating Entities and their CRUs won't make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. Contractor may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. Participating Entities are solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when their CRUs are traveling internationally with Equipment. Call timers included in the Equipment are not an accurate representation of actual billed usage.

1.3 Additional Products. Contractor may provide Additional Products to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Contract including, without limitation, corresponding Attachments and/or Sales Information, all of which are incorporated herein by reference. To the extent a Participating Entity orders or accepts any Additional Product, such Participating Entity will be bound by the rates, terms and conditions set forth in the corresponding Attachment and/or Sales Information. In the event Contractor materially modifies an Attachment, a Participating Entity may opt out of the corresponding Additional Product by providing Contractor with written notice to that effect. If such Participating Entity provides such opt-out notice, then Contractor has the option of terminating the corresponding Additional Product immediately, or allowing the Participating Entity to continue to use the Additional Product under the immediately prior version of the Attachment for a period of time to be determined solely by Contractor, during which Contractor and the Participating Entity will cooperate on developing a path towards terminating Participating Entity's use of the Additional Product. Contractor represents that, with respect to the Additional Products, Contractor has the authority (a) to sell, resell, sublicense such Additional Products; and/or (b) distribute the corresponding software license agreements, warranty and/or maintenance service terms, as applicable. Title to any software referred to herein remains with Contractor or the corresponding third party.

1.4 Sales Information; Attachments. Service, Equipment and Additional Products are provided to Participating Entities subject to the terms and conditions set forth in the corresponding Attachments and/or Sales Information, as applicable; provided, however, that all such Service, Equipment and Additional Products remain subject to the terms and conditions of the Agreement as well. Participating Entities can contact their Contractor account representative for copies of, or references to any such Sales Information. Any provisions in Sales Information or an Attachment governing Service, Equipment or an Additional Product which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of the Contract.

SECTION 2. DISCOUNTS.

2.1 Service Discount. Contractor will provide Participating Entities' CRUs with a Service Discount of TWENTY-FIVE PERCENT (25%). Contractor will provide Participating Entities' IRUs with a Service Discount of SEVENTEEN PERCENT (17%). Contractor will only apply the Service Discount to the Monthly Service Charge of eligible Plans. Contractor will not apply the Service Discount to other monthly service charges such as monthly recurring charges for features, and/or any other charges under the Contract. Contractor may restrict certain Plans or certain other discount programs from qualifying for the Service Discount. Contractor will advise WSCA when such restrictions apply. It may take several billing cycles for the Service Discount to be applied.

2.2 Equipment Discount; Accessories. Subject to the restrictions set forth in this §2.2, Contractor will provide Participating Entities with an Equipment Discount of FIFTY PERCENT (50%) off the prices of select Equipment found at the "Equipment" page of the Program Website, as may be modified by Contractor from time to time. Contractor will apply the Equipment Discount only to the prices set forth on the corresponding Program Website page. The Equipment Discount does not apply to accessories to Equipment. Instead, Contractor will provide a discount of THIRTY PERCENT (30%) off the price of such accessories found at each Participating Entity's corresponding Premier website. Contractor will only provide Equipment with Service activated. The Equipment Discount will not apply to upgrade purchases and may not be combined with any other equipment offer.

2.3 Custom Offers. Notwithstanding anything to the contrary elsewhere in the Contract, WSCA expressly authorizes Contractor to make certain customized offers to individual Participating Entities based on competitive necessity. Any such custom offers do not need to be provided to all Participating

Entities; provided, however, that Contractor will consider providing such customized offer(s) to similarly situated Participating Entities under the Contract.

SECTION 3. EMPLOYEE BENEFIT PROGRAM. Contractor will provide Participating Entities the ability to have their Employees participate in the Employee Benefit Program described herein. Such Employees will be IRUs under the Contract, and must be correspondingly validated as eligible to be an IRU thereunder. Any Employees not so validated will not be IRUs under the Contract and will not receive the corresponding benefits. IRUs may not be eligible for certain Plans, Equipment and/or Additional Products under the Contract.

3.1 Employee Benefit Program Activation Processes and Procedures. Each IRU participating in the Employee Benefit Program: (a) must enter into, and be individually responsible for complying with an IRU Service Agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen Plan and to pay all charges incurred under the IRU Service Agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by Contractor from time to time, including without limitation paying any applicable enrollment fees.

3.2 Employee Benefit Program Features. Under the Employee Benefit Program: (a) IRUs may choose from select Plans available to Participating Entities under the Contract (provided they qualify for the chosen Plan); (b) IRUs will receive the Service Discount in accordance with §2.1 of these Special Terms and Conditions; and (c) IRUs will receive the Equipment Discount in accordance with §2.2 of these Special Terms and Conditions.

SECTION 4. CHARGES AND PAYMENT.

4.1 Charges.

4.1.1 Generally. Monthly service and certain other charges are billed in arrears. Unless otherwise provided in the corresponding Sales Information, if a selected Plan includes a predetermined allotment of services (e.g., a predetermined amount of airtime, data, megabytes or text messages), any unused allotment of such services from one billing cycle will not carry over to any other billing cycle. If Equipment is shipped to Participating Entity or a CRU, Services may be activated before delivery of the Equipment so that it can be used promptly upon receipt. Thus, Participating Entity may be charged for Services while the Equipment is still in transit. Contractor may bill Participating Entity in a format as Contractor determines from time to time. Additional charges may apply for additional copies of invoices. All data and messaging allowances must be used in the billing period in which the allowance is provided. Billing of usage for calls, messages, data or other services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from "Anytime" monthly minutes or other Service allotments for the month when the usage is actually billed, and may result in additional charges for that month. Those minutes will be applied against Participating Entity's "Anytime" monthly minutes in the month in which the calls appear on the corresponding bill. Participating Entity also remains responsible for paying the Monthly Service Charge if Service is suspended for nonpayment. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Contractor may make reasonable adjustments and prorations. Service charges may differ by Service Area. Particular services may incur charges in a different manner than set forth herein, and Contractor will advise Participating Entity of any such differences in the corresponding Attachment and/or Sales Information.

4.1.2 Voice Service Charges. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND

USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. CONTRACTOR CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN THE SALES INFORMATION FOR A PARTICULAR PLAN OR FEATURE, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when pressing SEND (or similar key) and for incoming calls when a signal connection from the caller is established with Contractor's facilities. Chargeable Time ends after pressing END (or similar key), but not until the Equipment's signal of call disconnect is received by Contractor's facilities and the call disconnect signal has been confirmed. All outgoing calls on Contractor's wireless network for which Contractor's systems receive answer supervision or which have at least thirty (30) seconds of airtime or other measured usage shall incur a minimum of one (1) minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voice mail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may (a) include time for Contractor to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time, and (b) occur from other uses of Contractor's facilities, including by way of example, voice mail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began.

4.1.3 Wireless Data Service Charges. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. CONTRACTOR CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. TRANSPORT IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. Utilizing compression solutions may or may not impact the amount of kilobytes calculated for data transport. For Wireless Data Service that permits Voice Service usage at pay per use rates, airtime and other measured usage will be billed in full minute increments and rounded up to the next full minute increment at the end of each call. Participating Entity is responsible for all Wireless Data Service usage sent through Contractor's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. Data sent and received includes, but is not limited to, downloads, email, overhead and software update checks. If Participating Entity or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Wireless Data Service usage is compiled as often as once per hour or only once every 24 hours. Contractor's system will then create a billing record representing (a) the Wireless Data Service usage for each data gateway or service accessed (e.g. WAP, RIM) while on Contractor's wireless network; (b) the usage for each Carrier's domestic network; and (c) the Wireless Data Service usage for each international network. In some situations billing for Wireless Data Service usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage. Usage on networks not owned by Contractor is limited as provided in the corresponding Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on Contractor's wireless network and the wireless networks of other companies with

which Contractor has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

4.1.4 Other Monthly Charges. In addition to the monthly cost of the Plan and any selected features, Contractor imposes the following charges: (a) a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (b) a gross receipts surcharge, (c) state and federal universal service charges, and (d) other governmental assessments on Contractor. These fees are not taxes or government-required charges. Participating Entity understands and agrees that state and federal universal service fees and other governmentally imposed fees, whether or not assessed directly upon Participating Entity, may be increased based upon the government's or Contractor's calculations.

4.1.5 Disputed Charges. Except as otherwise provided by law with respect to unauthorized charges, disputed charges must be disputed to Contractor in writing within six (6) months after the date of the affected invoice, or the right to dispute is waived. In the event of a disputed invoice, Participating Entity will pay the entire undisputed amount of the invoice. Contractor, Participating Entity and Carriers will use their good faith efforts to reconcile the dispute within sixty (60) days of submission of the dispute to Contractor.

4.2 Payment. Each Participating Entity must pay all charges, including, without limitation, airtime, roaming, recurring monthly service, optional feature charges, license fees, toll, collect call and directory assistance charges, Service charges, Equipment charges, Additional Products charges, and any other charges or calls billed to its CRUs' phone number. Participating Entities may be billed for multiple types of usage simultaneously. Participating Entities must also pay applicable taxes and governmental fees (regardless of whether they are imposed on Participating Entity, a CRU, Contractor or a Carrier), administrative and late payment fees, restoral and reactivation charges, and any Other Monthly Charges (as defined in §4.1.4 herein). For any termination (including when a Number is switched to another carrier), Participating Entity will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. Payment is due upon receipt of the invoice. Contractor acknowledges that in certain instances, a Participating Entity may be tax-exempt. Contractor will accord the proper tax-exempt status to each Participating Entity that properly establishes such status. Notwithstanding this tax-exempt status, each Participating Entity must pay any and all taxes, fees, surcharges and other charges incurred under the Contract not covered by its tax-exempt status.

SECTION 5. MISCELLANEOUS.

5.1 Service Availability/Interruption. Service will be available only within the operating range of each Carrier's wireless system in Contractor Markets and where roaming is available through other carriers (each, a "Service Area"). Contractor may from time to time add or delete Service Areas, and Contractor may terminate Service to a Participating Entity(ies)' CRU(s) in any such deleted Service Area and/or terminate a Participating Addendum, if the Service Area deletion affects all of a Participating Entity(ies)' CRUs. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, Contractor does not guarantee uninterrupted Service. Unless prohibited by law, Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. Contractor may block access to certain categories of numbers (e.g., 976, 900 and international destinations) at its sole discretion. In addition, Contractor may interrupt or terminate Service without notice: (a) for any conduct that Contractor believes violates the Contract or any terms and conditions of a Plan; (b) if a Participating Entity's representative or CRU behaves

in an abusive, derogatory, or similarly unreasonable manner with any of Contractor's representatives; and/or (c) if Contractor has reasonable cause to believe that a CRU's Equipment is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect the Service, Contractor's owned network or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by other customers, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk or a violation of privacy.

5.2 Processes and Procedures. Participating Entity will follow the policies and processes established by Contractor to purchase, activate, migrate, terminate, or otherwise modify a Service, including without limitation AT&T Mobile Services and Equipment, as may be modified from time to time. Participating Entity authorizes Contractor to provide information about and to make changes to Participating Entity's account, including adding new Service, upon the direction of any individual representative of Participating Entity able to provide information Contractor deems sufficient to identify Participating Entity. Any order for Service that Participating Entity's representative submits to Contractor will be binding upon Participating Entity pursuant to the terms and conditions of this Contract. Contractor may reasonably rely on the authority of any person who executes an order on Participating Entity's behalf. Participating Entity consents to the use by Contractor or its authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact Participating Entity and/or its CRUs to advise Participating Entity and/or its CRUs about Contractor's Services or other matters Contractor believes may be of interest to Participating Entity and its CRUs. In any event, Contractor reserves the right to contact Participating Entity and/or its CRUs by any means regarding customer service-related notifications, or other such information.

5.3 Identification and Password. Before Participating Entity may use certain Contractor online activation, enrollment, configuration and/or support services, an authorized representative of Participating Entity must register with Contractor and create a login identification ("ID") and password. Use of this login ID and password will enable Participating Entity and/or its employees and agents to make certain changes to Participating Entity's and/or CRUs' account(s). Participating Entity is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are created by Participating Entity, or issued to Participating Entity by Contractor, for purposes of giving Participating Entity access to activation, enrollment, configuration and support services. Contractor is entitled to rely on information it receives from Participating Entity or its agents and may assume that all such information was submitted by or on behalf of Participating Entity.

5.4 Fraud Prohibited. Participating Entity and its respective CRUs and IRUs (if applicable) will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. If Participating Entity's Equipment is lost or stolen, Participating Entity and/or its CRUs can report the Equipment as lost or stolen and suspend Service without a charge by contacting Contractor at the phone number listed on the monthly invoice or at wireless.att.com. Participating Entity is responsible for all charges incurred until Participating Entity or its CRU reports the theft or loss to Contractor except as otherwise provided by law, and Participating Entity remains responsible for complying with all other obligations under this Contract including, but not limited to, paying the Monthly Service Charge while the Equipment is suspended. Any Carrier may cancel Service to any Number if Contractor or that Carrier believes the Number is being used in an unlawful, abusive or fraudulent manner. Before a Carrier cancels any Service under this paragraph, the Carrier will attempt to give Participating Entity notice of its intent to cancel. In the event Participating Entity instructs the Carrier to retain Service, Participating Entity will be responsible for paying all charges, authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number; provided, however, that Participating Entity will not be liable for IRUs' charges under any such circumstance. Additionally, Participating Entity agrees to adopt, at no additional charge to Participating Entity, any reasonable fraud prevention or fraud reduction processes or products recommended by Contractor or, if not adopted by

Participating Entity, to be responsible for any unauthorized charges on Numbers which do not adopt such processes or products.

5.5 Acceptable Use; Restrictions Regarding Service. All use of Contractor's wireless network and Service is governed by Contractor's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by Contractor. Contractor can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information.

5.6 Ownership. Except as otherwise provided by law, Participating Entity has no property rights to any Number and Contractor may change any such Number with reasonable notice to the End User. Contractor owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by Contractor in the provision of Service to Contractor customers. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require Contractor to maintain control over any transmitting device that operates within Contractor's assigned frequencies. Neither Participating Entity nor any of its Affiliates may install any amplifier, enhancer, repeater or other device or system on Contractor's wireless network or frequencies without Contractor's prior written approval.

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

5.8 Location-Based Services. Contractor collects information about the approximate location of Equipment in relation to Contractor's cell towers and the Global Positioning System ("GPS"). Contractor uses that information, as well as other usage and performance information also obtained from Contractor's network and the Equipment, to provide Voice Services and Wireless Data Services and to maintain and improve Contractor's network and the quality of customers' wireless experience. Contractor may also use location information to create aggregate data from which End Users' personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. Contractor may collect and use location information from their Equipment. The Equipment is also capable of purchasing and using optional goods, content and services (at Participating Entity's request or the request of a CRU on Participating Entity's account) offered by Contractor or third parties that make use of the Equipment's location information ("Location-Based Services"). Participating Entity should review, and will advise all of its CRUs to read, the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Participating Entity and its CRUs may refer to Contractor's privacy policy at att.com/privacy for additional details

5.9 Participating Addenda. Contractor may use the template Participating Addendum attached hereto and incorporated herein as Exhibit 1, with Participating Entities under the Contract. The parties expressly acknowledge and agree that immediately upon execution of the Contract, Contractor may

begin signing new Participating Entities onto Participating Addenda under this Contract, and may begin migrating existing Participating Entities onto new Participation Addenda.

5.10 Definitions. In addition to terms defined elsewhere in the Contract, these terms have the following meanings in the Contract:

5.10.1 "Additional Products" means products, services, features, offers, promotions, software applications, hardware, Equipment, accessories, and/or programs offered by Contractor and/or third parties, other than Voice Service, Wireless Data Service, and certain Equipment and accessories.

5.10.2 "Affiliate" means and includes legal entities controlling or controlled by or under common control with Contractor.

5.10.3 "Attachment" means Contractor's terms and conditions posted on the Program Website, applicable to corresponding Service, Equipment and/or Additional Product available under the Contract, as such terms and conditions may be modified by Contractor from time to time, all of which are incorporated herein by this reference.

5.10.4 "Contractor Markets" means a geographic area served by Affiliates under common control with Contractor.

5.10.5 "CRU" and "Corporate Responsibility User" mean an Employee receiving Service under Participating Entity's account.

5.10.6 "Employees" means Participating Entity's or its Affiliates current, validated personnel receiving Federal W-2 or K-1 tax treatment.

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

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

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

5.10.10 "IRU Service Agreement" means a separate two-year agreement between an IRU and Contractor for Service, Equipment and related matters.

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

5.10.12 "Number" or "Identifier" means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment manufacturer to be used with Service.

5.10.13 "Plan" means a Contractor Voice Service, Wireless Data Service or other rate plan as set forth in the Contract or Sales Information.

5.10.14 "Program Website" means that certain website found at www.att.com/wscaterms, together with all applicable content found thereon, all of which is incorporated into the Contract by this reference.

5.10.15 "Sales Information" means Contractor's printed and/or on-line marketing-related materials applicable to Service, Plans, Equipment, Additional Products provided under the Contract, as such materials may be modified by Contractor from time to time, all of which are incorporated herein by this reference.

5.10.16 "Service" means commercial mobile radio services (including, without limitation, Voice Service, Wireless Data Service), and Additional Products provided by Contractor pursuant to the Contract.

5.10.17 "Service Discount" means a monthly discount on eligible Service, applied to an End User's Monthly Service Charges as described in this Program Description.

5.10.18 "Voice Service" means wireless voice telecommunications services.

5.10.19 "Wireless Data Service" means wireless data telecommunications services.