



Commonwealth of Virginia  
Virginia Information Technologies Agency

**WIRELESS TELECOMMUNICATIONS PRODUCTS & SERVICES**

Date: July 1, 2011

Contract #: VA-090512-ATM

Authorized User: All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: AT&T Mobility LLC  
4801 Cox Road  
Suite 300  
Glen Allen, VA 23060

FIN: 74-2955068

Contact Person: Pete Hatcher  
Voice: 804-334-2490  
Email: [pete.hatcher@att.com](mailto:pete.hatcher@att.com)

Term: July 1, 2011 – December 31, 2011

Payment: Net 30 days

Pricing: Exhibit A

TSO Template Exhibit C

For Additional Contract Information, Please Contact:  
Virginia Information Technologies Agency  
Supply Chain Management

J. B. Edmonds  
Phone: 804-416-6162  
E-Mail: [joseph.edmonds@vita.virginia.gov](mailto:joseph.edmonds@vita.virginia.gov)  
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA):** Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

**VA-090512-ATM**  
**CONTRACT CHANGE LOG**

Change No.	Description of Change	Effective Date
1	Mod 1 adds additional terms and conditions to the contract including iPhone Solution and Equipment	9/11/09
2	Replaces original Exhibit A-1 with the revised Exhibit A-1 attached to Mod 2	11/5/09
3	Mod 3 reduces the monthly rate charge to \$69.99 per month and notes that the unlimited rate plan is not discounted	2/22/10
4	Mod 4 modifies the iPhone Solution and Equipment terms and conditions and adds additional terms and conditions	9/8/10
5	Mod 5 incorporates iPad Solution terms and conditions (Exhibit A) and adds iPad Equipment and Pricing (Exhibit B)	3/3/11
6	Mod 6 extends contract term and adds additional terms & conditions	6/30/11

**MODIFICATION 6  
TO  
CONTRACT NUMBER VA-090512-ATM  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
AT&T MOBILITY, INC.**

This MODIFICATION 6 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and AT&T Mobility National Accounts LLC hereinafter referred to as "Contractor," relating to the modification of Contract VA-090512-ATM, as amended. This Modification is hereby incorporated into and made an integral part of Contract VA-090512-ATM.

1. This Modification documents both parties' agreement to extend the contract term to December 31, 2011.
2. The Contractor hereby agrees to accept orders and provide the services, at the prices specified, in the referenced contract and any amendments.
3. Contractor may offer Services or Products to any Virginia State Government agency, or public institution of higher education, as defined in Section 2.2-2006 of the Code of Virginia, under a contract other than this Contract if any such Virginia State Government agency or public institution of higher education advises Contractor in writing, that it is authorized to do so and is doing so within the Commonwealth's statutory, legal and procedural requirements. VITA recognizes and agrees that the Contractor may continue to perform against any existing legally binding contracts and offers with entities defined in Section 2.2-2006 of the Code of Virginia until the expiration of such contract or offer's current or renewal term.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090512-ATM and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**AT&T MOBILITY NATIONAL ACCOUNTS LLC**

BY: Marcellus Brooks

NAME: Marcellus Brooks

TITLE: Senior Contract Manager

DATE: June 30, 2011

**COMMONWEALTH OF VIRGINIA**

BY: Philip L. Pippert

NAME: PHILIP L. PIPPERT

TITLE: ACTING DIRECTOR, SCM

DATE: 6/30/11

## AMENDMENT NO. 5

To

### Wireless Services and Equipment Contract No. VA-090512-ATM

This Amendment No. 5 ("Amendment 5") is entered into as of \_\_\_\_\_, 2011 (the "Amendment 5 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA" or "Customer") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

#### **Section 1. Recitals.**

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009 (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 5.

**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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 5. Unless otherwise defined, capitalized terms in this Amendment 5 have the meanings ascribed to them in the Contract.

**Section 3. iPad Solution.** AT&T will provide the iPad Solution to VITA in accordance with the terms and conditions of Exhibit A, attached hereto and incorporated herein by reference.

#### **Section 4. Plans; Equipment.**

AT&T will provide the iPad Plans described in Exhibit B, attached hereto and incorporated herein by reference ("Exhibit B"). In addition, AT&T will provide the iPads to VITA at the prices set forth in Exhibit B.

**Section 5. Restatement of Contract.** The terms and conditions of the Contract, as modified by this Amendment 5, are hereby restated and ratified by AT&T and VITA. 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.

**AT&T Mobility National Accounts LLC**

By: Marcellus Brooks  
Name: Marcellus Brooks  
Title: Senior Contract Manager  
Date: March 2, 2011

**Virginia Information Technologies Agency  
On behalf of the Commonwealth of Virginia**

By: Susan S. Woodley  
Name: Susan S Woodley  
Title: Director SCM  
Date: 3/3/2011



**EXHIBIT A**  
**iPad Solution Terms and Conditions**

- 1. General.** Pursuant to the terms and conditions of the Contract and this Exhibit, AT&T will provide iPads and post-paid Wireless Data Service for iPads (collectively, the "iPad Solution") to Customer and its qualified End Users only. The iPad Solution is not available to IRUs.
- 2. Plans.** Subscription to Wireless Data Service is optional for the iPad Solution. iPads do not support Voice Service (including voicemail), SMS, or multi-media messaging services. To receive Wireless Data Service as part of the iPad Solution, End Users must have an iPad-eligible Enterprise Data Plan for iPad, or such other Wireless Data Service Plan as AT&T may designate from time to time. The iPad Solution is not available with pre-paid Wireless Data Services.
- 3. Service Discount.** AT&T will provide the Service Discount with respect to End Users activated on the Plan(s) referenced in §2 herein.
- 4. Equipment Discount.** Notwithstanding anything to the contrary in the Contract, Customer and its End Users will not receive the Equipment Discount, or any other discount or promotion described in the Contract, on iPads or Apple-branded accessories.
- 5. AT&T Wi-Fi Services.** USE OF AT&T WI-FI SERVICE WITH A WI-FI CAPABLE WIRELESS DEVICE IS SUBJECT TO THE TERMS OF SERVICE & ACCEPTABLE USE POLICY ("TERMS") FOUND AT <https://secure.sbc.com/tosaup.adp>. VITA'S AND/OR ITS END USER'S USE OF AT&T WI-FI SERVICE REPRESENTS VITA'S AGREEMENT TO THOSE TERMS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. AT&T Wi-Fi Basic Service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified Wireless Data Service Plan.
- 6. Additional iPad Terms and Conditions.** The iPad Solution utilizes third party software and, accordingly, is subject to certain additional terms and conditions (including Apple and other third party terms and conditions). With respect to Customer's End Users with the iPad Solution, Customer acknowledges and agrees to the iPad Terms and Conditions found in the iPad box and at <http://images.apple.com/legal/sla/docs/iPadSoftwareLicense.pdf>
- 7. Restrictions.** The iPad Solution is not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of activation.
- 8. Policies and Processes.** Customer and its End Users must follow the policies and processes established by AT&T to purchase or upgrade iPads and to activate, migrate, terminate or otherwise modify the iPad Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPads only in select AT&T sales channels, and (b) completing the activation through iTunes. iPad returns are subject to a 10% re-stocking fee, except where prohibited. iPad returns must occur within 14 days of purchase but are not subject to 10% restocking if returned unopened and Customer did not purchase a Plan referenced in §2 herein. For complete details, Customer should refer to <http://att.com/returnpolicy>.

**EXHIBIT B**  
**iPad Plans and Equipment**

**1. Wireless Data Service Plans for iPad**

**Wireless Data Service Plans for iPad<sup>1</sup>**

<b>Enterprise Data Plan for iPad</b>	<b>Monthly Service Charge<sup>2</sup></b>	<b>Included Domestic Data Access</b>	<b>Additional Domestic Data Usage</b>	<b>Included International Data Usage<sup>1</sup> (in select countries)</b>	<b>Additional International Data Usage<sup>1</sup> Per KB (in select countries)</b>	<b>International Data Usage Per KB (in Other Countries<sup>4</sup>)</b>
<b>Domestic Enterprise Data Plan for iPad with no overage cap or auto suspend<sup>3</sup></b>	\$40	2 GB	\$.05/MB	—	—	—
<b>International Enterprise Data Plan for iPad with no overage cap or autosuspend<sup>3</sup></b>	\$99.99	2GB	\$.05/MB	100 MB	\$.005/KB	\$.0195/KB

<sup>1</sup> Data usage only for use within “roam zone” comprised of select carriers. See att.com/dataconnectglobal for details.

<sup>2</sup> AT&T also imposes the following charges: a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation; State and Federal Universal Service charges; and surcharges for government assessments on AT&T. These fees are not taxes or government-required charges.

<sup>3</sup> Customers with an iPad for Enterprise Data rate plan can get access to AT&T Wi-Fi Basic service at no additional charge. Additional restrictions apply. Subject to applicable AT&T Wi-Fi Basic terms and conditions. See att.com/attwifitosaup for further details.

<sup>4</sup> Rate outside the “roam zone” countries is \$0.010/KB except in Algeria, Azerbaijan, Belarus, Bosnia/Herzegovina, Brunei, Faroe Islands, Macedonia (former Yugoslavia), Maldives, Mongolia, Qatar, Saudi Arabia, Tunisia and Venezuela where the rate is \$0.0195/KB.

In most circumstances, the amount of included data available as part of the AT&T Enterprise Data Plans for iPad subscription will be sufficient for most of your users. In order to manage the consumption of this data and help ensure optimum use of the device it is recommended that your users use available Wi-Fi connections when possible. The Domestic Enterprise Data Plan does not include international pay per use. When traveling outside of the U.S., you will need the International Enterprise Data Plan for iPad. Users with a current pre-paid iPad account must cancel it prior to activating an Enterprise Data Plan for iPad. Any unused data remaining on the user’s pre-paid iPad account will be lost. If not cancelled, the pre-paid iPad plan will continue to auto renew and be charged to the credit card on the account.

**EXHIBIT B**  
**iPad Plans and Equipment...cont'd**

2. iPads.

**iPads**

<b>iPad</b>	<b>Price</b>
iPad Wi-Fi + 3G 16GB	\$629
iPad Wi-Fi + 3G 32GB	\$729
iPad Wi-Fi + 3G 64GB	\$829

Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to the iPad; and (b) the iPad pricing set forth above does NOT apply to iPad upgrades. iPad upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.

## AMENDMENT NO. 4

To

Wireless Services and Equipment Contract No. VA-090512-ATM

This Amendment No. 4 ("Amendment 4") is entered into as of September 8, 2010 (the "Amendment 4 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA" or "Customer") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

### **Section 1.** Recitals.

**1.1** AT&T and the VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009 (the "Contract").

**1.2** AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 4.

**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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 4. Unless otherwise defined, capitalized terms in this Amendment 4 have the meanings ascribed to them in the Contract.

**Section 3.** **iPhone Solution.** AT&T will provide the iPhone Solution to VITA in accordance with the terms and conditions of Exhibit A, attached hereto and incorporated herein by reference. These iPhone Solution terms and conditions replace any existing iPhone Solution terms and conditions in the Contract.

**Section 4.** **iPhone Plans; Equipment.** AT&T will provide the iPhone Plans described in Exhibit B, attached hereto and incorporated herein by reference ("Exhibit B"). In addition, AT&T will provide the iPhone 4 and iPhone 3GS to VITA at the prices set forth in Exhibit B. Notwithstanding the foregoing, the iPhone 3GS 16GB and iPhone 3GS 32GB are only available until existing stock is depleted.

**Section 5.** **Restatement of Contract.** The terms and conditions of the Contract, as modified by this Amendment 4, are hereby restated and ratified by AT&T and VITA. All such terms and conditions are and will continue to remain in full force and effect.

In the event of a conflict between the Contract and the TERMS, the Contract shall control. In the event of a material, unilateral revision to the TERMS by Supplier that substantially impedes the lawful use of the Service by VITA or other public body subscribing to the Services or Products, VITA shall have the option to:


- a. request that the revision be rescinded;
- b. request that the revision be waived as to VITA or other public bodies receiving Services under this Agreement;

If Supplier fails to grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate this Contract, in whole or in part, or any order, in whole or in part, without termination liability.

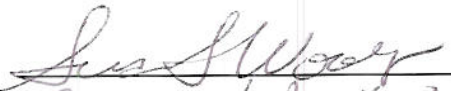


IN WITNESS WHEREOF, the Parties have duly executed this Amendment 4 as of the Amendment 4 Effective Date.

**AT&T Mobility National Accounts LLC**

By:   
Name: ROLANDO T. SAENZ  
Title: DIRECTOR, CONTRACTS  
Date: 9 / 2 / 2010

**Virginia Information Technologies Agency  
On behalf of the Commonwealth of Virginia**

By:   
Name: Susan Woolley  
Title: Director, SEM  
Date: 9/8/2010

**EXHIBIT A**  
**iPhone Solution Terms and Conditions**

**1. General.** Pursuant to the terms and conditions of the Contract and this Exhibit, AT&T will provide iPhones and Service for iPhones (collectively, the “iPhone Solution”) to Customer and its qualified End Users.

**2. Plans.**

**2.1 General.** The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements depend on whether the End User has an iPhone that is compatible with (a) the AT&T GSM/GPRS/EDGE network only (“Original iPhone”), or (b) both the AT&T GSM/GPRS/EDGE network and the AT&T 3G (HSDPA/UMTS) network (“3G iPhone”). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones. iPhone Plans may not be used with other computing devices (including but not limited to iPads, personal computers, and PC Data Cards) either by SIM card transfer or any other means. Additionally, tethering is prohibited unless the Plan expressly allows it.

**2.2 Requirements for 3G iPhone Solution.** End Users must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) a 3G iPhone-eligible Wireless Data Service Plan. Use of the 3G iPhone Solution to access corporate email, company intranet sites, and/or other business applications requires a 3G iPhone-eligible Wireless Data Service Plan as AT&T may designate from time to time.

**3. Service Discount.** Except as otherwise provided in the Contract regarding Voice Service Plans that do not qualify for the Service Discount, and except as further provided herein, AT&T will provide the Service Discount and any applicable credits or waived fees provided under the Contract to End Users on the iPhone Solution. AT&T will not provide the Service Discount on the AT&T DataPlus Personal Plan with a Monthly Service Charge of \$15. The AT&T DataPlus Personal Plan with a Monthly Service Charge of \$15 is only available to IRUs and is not available to CRUs.

**4. Equipment Discount.** Notwithstanding anything to the contrary in the Contract, Customer and its End Users will not receive the Equipment Discount, or any other discount or promotion described in the Contract, on iPhones or Apple-branded accessories.

**5. AT&T Wi-Fi Services.** USE OF AT&T WI-FI SERVICE WITH A WI-FI CAPABLE WIRELESS DEVICE IS SUBJECT TO THE TERMS OF SERVICE & ACCEPTABLE USE POLICY (“TERMS”) FOUND AT <https://secure.sbc.com/tosaup.adp>. VITA’S AND/OR ITS END USER’S USE OF AT&T WI-FI SERVICE REPRESENTS VITA’S AGREEMENT TO THOSE TERMS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. AT&T Wi-Fi Basic Service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified Wireless Data Service Plan.

**6. Additional iPhone Terms and Conditions.** The iPhone Solution utilizes third party software and, accordingly, is subject to certain additional iPhone Terms and Conditions (including Apple and other third party terms and conditions). With respect to Customer’s CRUs with the iPhone Solution, Customer acknowledges and agrees to such iPhone Terms and Conditions found in the iPhone box and at <http://www.apple.com/legal/sla/docs/iphone.pdf>, as may be modified from time to time.

**7. Restrictions.** The iPhone Solution is not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of iPhone activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.

**8. Policies and Processes.** Customer and its End Users must follow the policies and processes established by AT&T to purchase or upgrade iPhones and to activate, migrate, terminate or otherwise modify the iPhone Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPhones only in AT&T retail locations and through Premier, and (b) completing the activation through iTunes. iPhone returns are subject to a 10% re-stocking fee.

**EXHIBIT B**  
**iPhone Plans and Equipment**  
**Wireless Data Service Plans for iPhone<sup>1</sup>**

	<b>Monthly Service Charge</b>	<b>Domestic Data Access</b> (Included)	<b>Domestic Data Usage</b> (Additional)
<b>DataPlus<sup>2</sup></b>	\$15.00 <sup>3</sup>	200MB	\$15.00/200MB
<b>DataPro<sup>2</sup></b>	\$25.00	2GB	\$10.00/GB
<b>DataPro</b> (with Tethering) <sup>2</sup>	\$45.00	2GB	\$10.00/GB
<b>DataPro</b> <b>Enterprise<sup>2</sup></b>	\$40.00	2GB	\$10.00/GB
<b>DataPro</b> <b>Enterprise</b> (with Tethering) <sup>2</sup>	\$60.00	2GB	\$10.00/GB
<b>Enterprise Data</b> <b>Plan for</b> <b>iPhone \$45<sup>4</sup></b>	\$45.00	<ul style="list-style-type: none"> <li>• Internet browsing</li> <li>• Corporate and Personal email</li> </ul>	NA

**Messaging Plans**

<b>UNLIMITED</b>	\$20 per month
<b>1500 Messages</b>	\$15.00 per month, \$0.05 per additional message
<b>200 Messages</b>	\$5.00 per month, \$0.10 per additional message
<b>Pay Per Use</b>	\$0.20 per Text Message, \$0.30 per Picture/Video Message

<sup>1</sup>AT&T imposes a Regulatory Cost Recovery Charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations; State and Federal Universal Service Charges; and surcharges for customer-based and revenue-based state and local assessments on AT&T. These are not taxes or government-required charges. Charges for international messages sent from the U.S. are \$0.25 for Text Messages and \$0.50 for Picture/Video Messages. Charges for usage while roaming internationally: \$0.50 for each Text Message sent and \$1.30 for each Picture/Video Message sent. Web Browsing \$2/MG applies to new customers or customers who change voice plans or cancel data plans on or after July, 31, 2009, otherwise \$0.01/KB. Additional charges for premium messages and content apply. Additional subscription and download charges may apply. Substantial charges may be incurred if iPhone is taken out of the U.S., even if no services are intentionally used. Receipt of Visual Voicemail messages when roaming internationally are charged at international data pay-per-use rates unless the End User has a Data Global Add-On for iPhone, in which case receipt of Visual Voicemail messages outside the U.S., the U.S. Virgin Islands and Puerto Rico, with the exception of Guam or Northern Mariana Islands.

<sup>2</sup>If the initial data allowance is exceeded, then the End User will automatically be provided (a) another 1G for DataPro and DataPro Enterprise (including tethering Plans) and be charged an additional \$10.00 for each 1G provided, or (b) another 200 MB for DataPlus and be charged an additional \$15 for each additional 200MB provided. All data allowances, including overages, must be used in the billing period in which the allowance is provided or they will be forfeited.

<sup>3</sup>AT&T will not provide the Service Discount on the AT&T DataPlus Personal Plan with a Monthly Service Charge of \$15. The AT&T DataPlus Personal Plan with a Monthly Service Charge of \$15 is only available to IRUs and is not available to CRUs.

<sup>4</sup>All iPhone Plans are subject to the Wireless Data Terms and Conditions found at [www.att.com/dataterms](http://www.att.com/dataterms).



**EXHIBIT B**  
**iPhone Plans and Equipment...cont'd**

**iPhone Equipment.**

<b>iPhone</b>	<b>Price</b>
iPhone 4 16GB	\$199.00
iPhone 4 32GB	\$299.00
iPhone 3GS 8GB	\$99.00
iPhone 3GS 16GB	\$199.00
iPhone 3GS 32GB	\$299.00

Notwithstanding the foregoing, the iPhone 3GS 16GB and iPhone 3GS 32GB are only available until existing stock is depleted. Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to the iPhone; and (b) the iPhone Equipment pricing set forth in Table 4 herein does NOT apply to iPhone upgrades. iPhone upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.

**MODIFICATION # 3  
TO  
CONTRACT NUMBER VA-090512-ATM  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
AT&T MOBILITY**

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and AT&T Mobility, hereinafter referred to as "Contractor," relating to the modification of Contract VA-090512-ATM, as amended. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-090512-ATM.

**1. Reference: Exhibit A-1 - Pricing**

Both parties agree to the following:

**a. AT&T Nation Unlimited**

- i. Reduce the monthly recurring cost to \$69.99 per month. This Unlimited rate plan is not discountable.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090512-ATM and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

AT&T MOBILITY

BY: 

NAME: Roland Saenz

TITLE: Director, Contracts

DATE: 2/22/2010

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Day Crenshaw

TITLE: Sourcing Manager, VITA

DATE: 2/22/10

**AMENDMENT NO. 2**

**To**

**Wireless Services and Equipment Contract No. VA-090512-ATM**

This Amendment No. 2 ("Amendment 2") is entered into as of Nov 5, 2009 (the "Amendment 2 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein together as the "Parties").

**Section 1. Recitals.**

**1.1** AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

**1.2** AT&T and VITA desire to make certain changes to the Contract as described in this Amendment.

**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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**Section 3. Changes to Service Offerings.** The Parties hereby agree that Exhibit A-1 to the Contract is hereby deleted and replaced with Exhibit A-1 to this Amendment 1.

**Section 4. Restatement of Contract.** The terms and conditions of the Contract, as modified by this Amendment, are hereby restated and ratified by AT&T and VITA. 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**

**Virginia Information Technologies Agency  
On behalf of the Commonwealth of Virginia**

By: Cathleen M. Pryor  
Name: Cathleen M. Pryor  
Title: VP Contracts  
Date: 11/05/2009

By: J. B. Edmonds Jr.  
Name: J. B. Edmonds Jr.  
Title: Partnership Manager  
Date: Nov. 9, 2009



## AMENDMENT NO. 1

To

### Wireless Services and Equipment Contract No. VA-090512-ATM

This Amendment No. 1 ("Amendment 1") is entered into as of SEP. 11, 2009 (the "Amendment 1 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein together as the "Parties").

#### **Section 1. Recitals.**

**1.1** AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009 (the "Contract").

**1.2** AT&T and VITA desire to make certain changes to the Contract as described in this Amendment.

**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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**Section 3. iPhone Solution.** AT&T will provide the iPhone Solution to VITA in accordance with the terms and conditions of replacement Exhibit F, attached hereto and incorporated herein by reference. These iPhone Solution terms and conditions replace existing Exhibit F to the Contract.

**Section 4. iPhone Equipment.** AT&T will provide the iPhone 3G and the iPhone 3GS to VITA at the prices set forth in Table 4.

TABLE 4

iPhone	Price
iPhone 3G 8GB	\$499.00
iPhone 3GS 16GB	\$599.00
iPhone 3GS 32GB	\$699.00

**4.1 iPhone Equipment Upgrades.** Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to the iPhone; and (b) the iPhone Equipment pricing set forth in Table 4 herein does NOT apply to iPhone upgrades. iPhone upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.

**Section 5. AT&T Wi-Fi Services.** USE OF AT&T WI-FI SERVICE WITH A WI-FI CAPABLE WIRELESS DEVICE IS SUBJECT TO THE TERMS OF SERVICE & ACCEPTABLE USE POLICY ("TERMS") FOUND AT <https://secure.sbc.com/tosaup.adp>. VITA'S AND/OR ITS END USER'S USE OF AT&T WI-FI SERVICE REPRESENTS VITA'S AGREEMENT TO THOSE TERMS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. AT&T Wi-Fi Basic Service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified Wireless Data Service Plan.

**Section 6. Restatement of Contract.** The terms and conditions of the Contract, as modified by this Amendment, are hereby restated and ratified by AT&T and VITA. All such terms and conditions are and shall continue to remain in full force and effect.

In the event of a conflict between the Contract and the TERMS, the Contract shall control. In the event of a material, unilateral revision to the TERMS by Supplier that substantially impedes the lawful use of the Service by VITA or other public body subscribing to the Services or Products, VITA shall have the option to:




a. request that the revision be rescinded;

b. request that the revision be waived as to VITA or other public bodies receiving Services under this Agreement;


If Supplier fails to grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate this Contract, in whole or in part, or any order, in whole or in part, without termination liability.

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

**AT&T Mobility National Accounts LLC**

By:   
Name: Cathleen M. Pryor  
Title: V.P., Contracts  
Date: 9/1/09

**Virginia Information Technologies Agency  
On behalf of the Commonwealth of Virginia**

By:   
Name: PHILIP L. PIPPERT  
Title: ASSOC. DIRECTOR, SCM  
Date: 9/11/09

**EXHIBIT F**  
**iPhone Solution Terms and Conditions**

**1. General.** Pursuant to the terms and conditions of the Agreement and this Exhibit, AT&T will provide iPhones and Service for iPhones (collectively, the "iPhone Solution") to VITA and its qualified End Users.

**2. Plans.**

**2.1 General.** The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements depend on whether the End User has an iPhone that is compatible with (a) the AT&T GSM/GPRS/EDGE network only ("Original iPhone"), or (b) both the AT&T GSM/GPRS/EDGE network and the AT&T 3G (HSDPA/UMTS) network ("3G iPhone"). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones. Both iPhone Solution Plans include unlimited data and visual voicemail. For both Plans, AT&T also imposes a Regulatory Cost Recovery Charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations; State and Federal Universal Service Charges; and surcharges for customer-based and revenue-based state and local assessments on AT&T. These are not taxes or government-required charges. Charges for usage while roaming internationally: \$0.50 for each text message sent and \$0.0195 for each kilobyte used. Standard rates apply to all incoming messages. Additional charges for premium messages and content apply.

**2.2 Plan Requirements for 3G iPhone.** End Users must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) a 3G iPhone-eligible Wireless Data Service Plan. Use of 3G iPhone to access corporate email, company intranet sites, and/or other business applications requires a 3G iPhone-eligible Enterprise Data Plan for iPhone, a 3G iPhone-eligible International Business Data Global Plan, or such other Wireless Data Service Plan as AT&T may, from time to time, designate for such use.

**3. Additional iPhone Terms and Conditions.** The iPhone Solution utilizes third party software and, accordingly, is subject to certain additional iPhone Terms and Conditions (including Apple and other third party terms and conditions). With respect to VITA's End Users with the iPhone Solution, VITA acknowledges and agrees to such iPhone Terms and Conditions found in the iPhone box and at <http://www.apple.com/legal/sla/docs/iphone.pdf>, as may be modified from time to time.

**4. Service Discount.** Except as otherwise provided in the Agreement regarding Voice Service Plans that do not qualify for the Service Discount, AT&T will provide the Service Discount and any applicable credits or waived fees provided under the Agreement to End Users on the iPhone Solution.

**5. Equipment Discount.** Notwithstanding anything to the contrary in the Agreement, VITA and its End Users will not receive the Equipment Discount, or any other discount or promotion described in the Agreement, on iPhones or Apple-branded accessories.

**6. Restrictions.** The iPhone Solution is not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of iPhone activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.

**7. Policies and Processes.** VITA and its End Users must follow the policies and processes established by AT&T to purchase or upgrade iPhones and to activate, migrate, terminate or otherwise modify the iPhone Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPhones only in AT&T

retail locations and through Premier or through the ordering process in the Contract, and (b) completing the activation through iTunes. iPhone returns are subject to a 10% re-stocking fee.



# **Wireless Services and Equipment Contract**

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

AT&T Mobility



**VITA CONTRACT #VA-090512-ATM  
STATEWIDE WIRELESS SERVICES AND EQUIPMENT – AT&T MOBILITY**

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## **CONTRACTUAL TERMS AND CONDITIONS TELECOMMUNICATIONS SERVICES CONTRACT**

THIS WIRELESS TELECOMMUNICATIONS SERVICES CONTRACT (“Contract”) is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as “VITA”), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia (“the Commonwealth”), and AT&T Mobility National Accounts LLC (hereinafter referred to as “Supplier” or “AT&T”), to be effective as of the last date set forth on the signature page of this Contract (“Effective Date”).

### **1. PURPOSE AND SCOPE**

This Contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunication Services and Equipment to any Public Body, State Agency and/or eRate Agency.

### **2. DEFINITIONS**

#### **A. Affiliate**

Means and includes legal entities controlling or controlled by or under common control with Supplier.

#### **B. Agency/Agencies**

An Agency is any Public Body, State Agency, or eRate Agency under this Contract.

#### **C. Carrier or Carriers**

Carrier or Carriers means a licensed Affiliate of Supplier that operates commercial mobile radio telecommunications systems in the geographic areas covered by the Contract and, with respect to the limitation of liability sections of this Contract, includes the Carriers’ respective employees, officers, agents and subcontractors.

#### **D. Confidential Information**

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being “Confidential” or “Proprietary”, (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

#### **E. Electronic Data**

Data provided that can be read and used for computation and other operations by a computer system. For example, a billing file in a locked Adobe PDF format would *not* be considered Electronic Data.

#### **F. Employee**

Employee means an Agency’s current, validated personnel receiving Federal W-2 or K-1 tax treatment.

#### **G. End User**

An individual Agency employee receiving Supplier’s Services pursuant to an Order under this Contract.

#### **H. Equipment**

Equipment means the wireless receiving and transmitting equipment or SIM (Subscriber Identity Module) Card that Supplier has authorized to be programmed with a Number or Identifier, and any accessories.

#### **I. Equipment Discount**

“Equipment Discount” means a discount on select Equipment found at Exhibit A-2.

**J. eRate Agency/eRate Agencies**

An Agency that obtains any part of its funding for Supplier's Services under the Federal eRate program.

**K. Monthly Service Charge**

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

**L. MSC Service Discount**

MSC Service Discount or Monthly Service Charge Discount means the Service Discount applied to an eligible End User's Monthly Service Charge as described herein.

**M. Non-Qualified Charges**

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

**N. Number or Identifier**

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.

**O. Party**

Supplier, VITA, or an Agency, which is a recipient of Supplier's Services.

**P. Plan**

Plan means a wireless calling plan, Service plan or rate plan from Supplier.

**Q. Public Body/Public Bodies**

A Public Body hereunder is a public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

**R. Qualified Charges**

Qualified Charges refers to the following undiscounted Service charges: (a) one time charges for Service activation and conversion, (b) the Monthly Service Charge, (c) home wireless usage charges, (d) roaming charges incurred by Numbers provisioned from Supplier Markets while roaming in other Supplier Markets and using Supplier's wireless network, (e) charges for detail billing, (f) charges for tethering when using Supplier's wireless network, and (g) charges for additional wireless service features such as voice mail when using Supplier's wireless network, but excluding enhanced features such as directory assistance or fee based information services.

**S. Service**

Service means commercial mobile radio service, including Voice Service and Wireless Data Service. For the avoidance of doubt, Service does not include Equipment or Supplemental Services.

**T. Service Discount**

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

**U. Service Revenue**

Service Revenue means revenue from Qualified Charges realized by Supplier.

**V. State Agency/State Agencies**

A State Agency is an agency of the State of Virginia for which VITA is expressly authorized to contract and purchase goods and services on behalf of.



**W. Supplier**

Supplier or party when it refers to Supplier includes Supplier, its Affiliates, and their respective employees, officers, agents and subcontractors.

**X. Supplier Markets**

Supplier Markets means a geographic area served by Affiliates under common control with Supplier.

**Y. Telecommunications Service Order (TSO)**

An order for telecommunications services issued by VITA to a supplier of telecommunications services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit C to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order.

**Z. Term Year**

Term Year means any year of the term of the Contract, including any renewal year.

**AA.VITA**

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

**BB.Voice Service**

Voice Service means wireless voice telecommunications services.

**CC.Wireless Data Service**

Wireless Data Service means wireless data telecommunications services.

**3. TERM AND TERMINATION**

**A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2011. VITA, at its sole option, may extend the term of this Contract for up to six (6) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term.

**B. Termination for Convenience**

VITA may terminate this Contract, in whole or in part, upon not less than sixty (60) days prior written notice at any time for any reason ("Termination for Convenience"). VITA may also immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit any contractual or order dispute to VITA or the terminating Agency for resolution according to the terms of the Dispute Resolution Section of this Contract.

Upon termination for convenience, neither the Commonwealth nor VITA nor any Agency, to include any eRate Agency, shall have any future liability except for Services rendered by Supplier prior to the termination date of the Contract or order. The Commonwealth makes no assurances that any Service purchased under this Contract will remain in service for any minimum amount of time.

**C. Termination for Breach or Default**

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, for breach and/or default of Supplier ("Termination for Breach" or "Termination for Default"). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall issue a "Show Cause Notice" identifying the failure and providing Supplier thirty (30) days to cure the

failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part. Such termination shall be deemed a Termination for Breach or Termination for Default.

VITA may immediately terminate this Contract, in whole or in part, for breach and/or default if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, nor any eRate Agency shall have any future liability except for Equipment or Services accepted prior to the termination date. Supplier shall refund any monies paid by VITA or any eRate Agency for Services that were not accepted by VITA or the eRate Agency.

The failure of VITA or an eRate Agency to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default on any provisions of such agreements.

Supplier shall submit any contractual or order dispute to VITA for resolution according to the terms of the Dispute Resolution Section.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

**D. Termination of Individual Orders.**

Supplier will not charge an early termination fee or cancellation fee with respect to the termination of individual Service or Equipment orders.

**E. Non Appropriation of Funds**

All funds for payment for Services or Equipment ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract, in whole or in part, for those Services or Equipment for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for Equipment or Services dependent on such federal funds without further obligation.

**F. Transition of Services**

Prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance reasonably required to transition Services to any other supplier with whom VITA contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier or a termination due to Supplier's status as a party excluded from Federal Procurement and Non-procurement Programs, Supplier shall provide such assistance at no charge or fee to VITA or any Agency; otherwise, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA or the Agency.

**4. SERVICES AND EQUIPMENT**

**A. Nature of Services and Engagement**

VITA reserves the right to order any of Supplier's Services at any time during the term of this Contract or any extension thereto. Notwithstanding all VITA's or Agency's rights to obtain Supplier's Services under this Contract, neither VITA nor any Agency is under any obligation to purchase any of Supplier's Services. This Contract is non-exclusive and VITA and all Agencies may, at their sole discretion and in accordance with applicable law and regulation, purchase, license or otherwise receive benefits from third party suppliers of services similar to, or in

competition with, the services provided by Supplier. For purposes of this Contract, Supplier includes any individual who is an employee, sub-contractor, or independent contractor of Supplier who is assigned by Supplier to perform Services or provide Equipment under this Contract.

**B. Plans and Service Information**

VITA may choose from Voice Service and Wireless Data Service Plans found at Exhibit A-1. The price, features and options of the Service depend upon the Plan, feature, promotion or other offer selected when Service is activated or changed, and are described in Exhibit A-1 and a separate Plan brochure, in the Supplier Features Brochure and/or in corresponding Supplier promotional and marketing materials (collectively "Sales Information"). The Sales Information is part of this Contract, and VITA must comply with the terms and conditions for the respective Plan, feature, promotion or offer; provided, however, that to the extent any terms or conditions of Sales Information materially conflicts with the terms and conditions of this Contract, then the terms and conditions of this Contract and Exhibits thereto take precedence. End Users must qualify for the chosen Plan, feature, promotion or offer. VITA can contact its Supplier representative for copies of the Sales Information. . Any provisions in the terms and conditions governing the Plan, feature, promotion or offer which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Contract.

**C. Subcontractors**

If Supplier subcontracts the provision of Services under this Contract to any other party, Supplier (i) shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Non-procurement Programs or to any subcontractor that is debarred by the Commonwealth of Virginia from providing the Services covered by this Contract.

**D. Shipping costs**

During the term of Contract, Supplier will waive standard shipping fees with respect to VITA's Equipment purchases. The shipping carrier used will be at Supplier's sole discretion.

**E. Risk of Loss**

Supplier shall have the risk of loss or damage for any Equipment until such Equipment is received and accepted by VITA or the Agency.

**F. Title to Equipment**

Clear and unrestricted title to all Equipment purchased under this Contract shall pass to the Commonwealth upon delivery.

**G. Equipment Refresh**

Supplier shall provide a discounted price, as specified in Exhibit A-2, for the replacement or upgrade of Equipment when the Equipment has been in service for eighteen (18) months.

**H. Activating Third Party Devices**

Supplier will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Supplier.

**I. Licenses**

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

**J. Technology Improvements**

Supplier from time to time will propose modifications to the Equipment and Services offered under this Contract to provide the Commonwealth with current, innovative and proven technologies consistent with those offered by the Supplier generally.

**K. Substitution of Service.**

During the term of this Contract, Supplier will honor the Plan pricing set forth in Exhibit A for all End Users that have activated Service on such Plans. In the event a Plan is discontinued, new activations on such Plan will not be available to Agencies and/or End Users. Violation of this condition may be considered grounds for termination of the Contract. Any changes to Exhibit A. require approval of both Supplier and VITA.

**5. SUPPLIER PERSONNEL**

**A. Selection and Management of Supplier Personnel**

Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees, agents, and subcontractors comply with the appropriate Agency's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws and regulations, including those related to imports and exports. The Agency on whose site Supplier is performing Services shall have the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom such Agency believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

**B. Supplier Personnel Supervision**

Supplier acknowledges that Supplier or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

**6. GENERAL WARRANTY**

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

**A. Ownership**

Supplier has the right to provide the Services and Equipments and, to the best of its knowledge, the provision of such Services does not violate or infringe any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

**B. Performance**

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Contract;
- ii). The Service and Equipment shall meet or exceed the stated requirements;
- iii). The Equipment shall meet or exceed the manufacturer's specifications, including physical and operating characteristics.
- iv). Any documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to fully utilize the Services without reference to any other materials or information.

**C. Availability of Equipment**

Supplier represents that all Equipment will be formally announced by their corresponding manufacturers before execution of this Contract or, in the case of subsequent orders, before the execution of such orders.

**D. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect

performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**E. Equipment Warranty**

Customer will receive manufacturer's consumer warranty with delivery of the Equipment. Supplier honors all standard manufacturer warranties for voice equipment, which are a minimum of one year. Such warranty support shall include all labor and materials necessary to keep the Equipment in operational condition, in accordance with the manufacturer's then-current published specifications. Supplier makes all commercially reasonable efforts to provide End Users with Equipment as quickly as possible. This warranty does not apply to Equipment malfunctions attributable to user misuse or neglect. All warranties shall include support for all software, firmware and microcode.

**F. Supplier's Past Experience**

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

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

**7. ORDERS AND COMPENSATION**

**A. Telecommunications Service Orders**

VITA shall have the exclusive authority to order all Services and Equipment, except those ordered directly by eRate Agency. To order Services, VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Service(s) or Equipment(s) identified herein. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Commonwealth; and (iii) identify the Service(s) or Equipment to be acquired, the price for each Service (in accordance with this Contract, including Exhibit A, Pricing), the required Service Commencement Date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract.

Upon receipt of a written TSO, the Supplier shall process such TSO and return a Service Order containing the following information:

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

VITA's standard TSO template is provided as Exhibit C.

eRate Agencies may use processes other than the TSO process but, regardless, each such eRate Agency will mutually agree with AT&T on any applicable ordering process and procedure.

**B. Ordering Officer(s)**

VITA will designate in writing any individual authorized (Ordering Officer) to issue orders for the Services. Notwithstanding anything to the contrary, the Commonwealth or the eRate Agency will make payment only pursuant to a valid order executed by an Ordering Officer. The authorized Ordering Officers for this Contract are listed in Exhibit E, which may change from time to time.

Notwithstanding the foregoing, Supplier shall not accept any order from an Agency if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.



ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY eRATE AGENCY IS THE SOLE OBLIGATION OF SUCH eRATE AGENCY AND NOT THE RESPONSIBILITY OF VITA.

**C. Purchase Price and Price Protection**

Exhibit A, Pricing sets forth the applicable discounts. No Agency will be required to receive decreased discounts lower than those Pricing Discounts provided for in Exhibit A, Pricing. Supplier may submit to VITA a request for a decrease in such discounts. Such request must be accompanied by written documentation to VITA demonstrating the additional value reflected by such decrease in discount. VITA may, in its sole discretion, agree to a modification of this Contract to effectuate such a decrease in discounts.

Any Discount increase effectuated during the Contract term, or any extension thereto, by reason of market change shall be passed on to VITA and all Agencies. This increase shall be effective on the date the Discount increase is announced to the general public.

At all times during the term of this Contract and any extensions thereto, Supplier's pricing discounts on Exhibit A, Pricing, shall at all times comply with §§ 56-234 et seq. of the Code of Virginia. Supplier's failure to comply with the aforementioned statute shall be grounds for termination of the Contract or any order issued hereunder for default and/or breach; and VITA and any Agency may pursue any remedies available at law or in equity with regard to such failure to comply.

**D. Invoice and Payment Terms**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

Supplier shall deliver to VITA one consolidated monthly invoice for all Equipment and Services ordered by and billable to VITA pursuant to this Contract, including call detail. Supplier shall also deliver to each eRate Agency one consolidated monthly invoice for all Equipment and Services, including call detail, ordered by and billable to such eRate Agency pursuant to this Contract. Neither VITA nor any eRate Agency is obligated to pay against an invoice that is not readable and verifiable.

Supplier is responsible for the accuracy of its billing information. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid.

If there are any bona fide disputed items, VITA or the appropriate eRate Agency shall pay all undisputed charges and promptly notify Supplier in writing of any such disputed amount. Supplier shall thereupon review its records, and, if Supplier does not concur with VITA or such eRate Agency, shall provide VITA or such eRate Agency with documentation to support the charge within sixty (60) days of notification of the disputed amount. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VITA or such eRate Agency may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed.

**E. Invoice Procedures**

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. Supplier shall submit invoices for monthly recurring charges monthly in advance and for usage-based or other miscellaneous charges in arrears. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit A, Pricing. In addition, all Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which Agency is benefiting from the Services. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit A, Pricing, or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

- i). Service type and description, with charges identified at the lowest level of detail (i.e., phone level)
- ii). Applicable order date
- iii). This Contract number and the applicable order number
- iv). Supplier's Federal Employer Identification Number (FEIN).

No invoice will be paid without adequate billing details. If available, charges should be provided on electronic media at the detail level.

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

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

**F. Small Business Participation**

By the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide Equipments or services under this Contract. The report should specify the amount of such spend provided to Virginia Department of Minority Business Enterprise (DMBE)-certified small businesses. Supplier shall submit the report to [SWaM@vita.virginia.gov](mailto:SWaM@vita.virginia.gov).

**G. eRate**

Supplier agrees to make available all Equipments and Services as listed and priced herein directly to the eRate Agency, and to bill each eRate Agency directly or as otherwise prescribed by the Federal eRate Program. Supplier agrees and understands that VITA shall have no responsibility for collection of all charges incurred, and the responsibility for resolving all Equipment and Service problems as well as administration of this Contract for eRate participation.

**H. Payment**

**1. Payment Generally**

VITA or an eRate Agency, as applicable, must pay all Service charges incurred in accordance with Plans, including, without limitation, charges for airtime, recurring monthly access (or monthly service), activation, features, voice mail access, voice mail delivery, data usage, text and multi-media messages, downloadables, alerts, roaming, long distance, directory and operator assistance, Equipment, premium content, and charges for other goods and services that are charged through VITA's or the applicable eRate Agency's End Users' bill(s). VITA and the eRate Agency, as applicable, may be billed for multiple types of usage simultaneously. VITA or an applicable eRate Agency must also pay Taxes and any license fees, late payment fees, and any Regulatory Cost Recovery Fee. For any termination (including when a Number is switched to another carrier), VITA or an applicable eRate Agency will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. Payment is due within thirty (30) days of receipt of the invoice. Monthly service and certain other charges for Service using Supplier's wireless network and related systems are billed in advance, and there is no proration of such charges if Service is terminated on other than the last day of the applicable billing cycle. Monthly service and certain other charges for Service using certain legacy networks and related systems are billed in arrears. In either case, to the extent VITA or the applicable eRate Agency receives invoices for Service combined with a landline phone bill (where available), VITA and eRate Agencies will be billed in advance as provided above.

**2. Taxes**

Taxes include any applicable sales, public utilities, gross receipts, or other taxes, surcharges, fees and assessments imposed by governments (regardless of whether they are imposed on VITA, an Agency, Supplier or a Carrier) including, without limitation, assessments to the

extent specified by government programs such as universal connectivity, enhanced 911 service, local number portability, and number pooling relating to Service, Equipment, goods or services purchased, and/or the wireless network.

**3. Regulatory Cost Recovery Charge**

In addition to other charges, Supplier may assess a Regulatory Cost Recovery Charge, which is a monthly charge with respect to each End User, that is created, assessed and collected by Supplier to help defray Supplier's costs incurred in complying with State and Federal telecom regulation; State and Federal Universal Service charges; and surcharges for VITA-based and revenue-based State and local assessments on Supplier. These are not taxes or government-required charges. Supplier may change the amount of the Regulatory Cost Recovery Charge with no less than thirty (30) days advance written notice.

**I. Charges**

**1. Generally**

Unless otherwise provided in the corresponding Sales Information, if a selected Plan includes a predetermined allotment of services (for example, 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. Service may be billed in a subsequent month due to delayed reporting between Carriers and will be charged as if used in the month billed. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Supplier may make reasonable adjustments and prorations. Service charges may differ by Service Area. Supplier's additional products and services may incur charges in a different manner than set forth herein, and Supplier will advise VITA of any such differences in the corresponding Sales Information.

**2. Voice Service Charges**

On all of Supplier's wireless networks, Voice Service on each call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. Supplier will charge 800, 866, 877, 888 and other "toll free" calls at domestic airtime or roaming rates. Puerto Rico residents will be billed for these calls based on the corresponding Plan, feature(s) and/or promotion. If an incoming call has been forwarded to another Number, VITA will be charged for the entire time that Supplier's switch handles the call. 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. All outgoing calls on Supplier's wireless network for which Supplier'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. Airtime and other measured usage may (a) include time for Supplier 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 our facilities, including by way of example, voice mail deposits and retrievals, and call transfers.

**3. Wireless Data Service Charges**

Wireless Data Service will be calculated and billed in full kilobyte increments. One kilobyte equals 1024 bytes. One megabyte equals 1024 kilobytes. Utilizing compression solutions may or may not impact the amount of kilobytes for which VITA is billed. Wireless Data Service usage for each billing record will be rounded up to the next kilobyte and the charge will be rounded up to the nearest cent. VITA is responsible for all Wireless Data Service usage sent through Supplier's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. If VITA or an Agency 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. Supplier'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 Supplier'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.

**J. License Fees**

If VITA or an eRate Agency elects to acquire third party software licenses through Supplier, then VITA or the applicable eRate Agency will pay any license fees for such software as set forth in the corresponding Sales Information, plus any applicable Taxes. VITA and the applicable eRate Agency agrees that its use of such software is subject to the terms of the Agreement and/or any applicable third party software license agreements.

**8. SERVICE**

**A. Supplier Markets**

Service is available for order only in Supplier Markets, as may be modified by Supplier from time to time.

**B. Availability/Interruption.**

Service will be available only within the operating range of each Carrier's wireless system in Supplier Markets and where roaming is available through other carriers (each, a "Service Area"). Supplier may from time to time add or delete Service Areas upon notice to VITA. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, Supplier does not guarantee VITA uninterrupted Service. Service is subject to: (a) transmission limitations caused by atmospheric and other conditions, availability of radio frequency channels, reduction in transmission speed, or interruption caused by VITA's Equipment, terrain, obstructions such as trees or buildings, or other conditions; (b) temporary suspension due to governmental regulations or orders, system capacity limitations, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, system repairs or modifications, problems with the facilities of interconnecting carriers, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses; and (c) blocking certain categories of numbers (e.g., 976, 900 and certain international destinations) or certain websites if, in Supplier's sole discretion, Supplier is experiencing excessive billing, collection, fraud problems or other misuse of Supplier's wireless network.

**9. OTHER PROCESSES**

**A. Additional Products, Services, Equipment, and Programs**

Supplier may make additional products, services, equipment and/or programs available to VITA. To the extent VITA orders, pays for, or otherwise receives the benefit of any products, services, equipment and/or programs, VITA will be bound by the terms and conditions of their respective Attachments found in the "Additional Products, Services, Equipment and Programs" section of the Program Website, as such terms and conditions may be modified by Supplier from time to time, all of which are incorporated herein by reference. Supplier's additional products, services, equipment and/or programs may incur charges in a different manner than set forth in this Agreement. Supplier will advise VITA of any such differences in the corresponding terms and conditions and/or Sales Information.

**B. Identification and Password**

Before VITA may use certain Supplier online activation, enrollment, configuration and/or support services, an authorized representative of VITA must register with Supplier and create a login identification ("ID") and password. Use of this login ID and password will enable VITA and/or its employees and agents to make certain changes to VITA's and/or Agency's account(s). VITA is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are created by VITA, or issued to VITA by Supplier, for purposes of giving

VITA access to activation, enrollment, configuration and support services. Supplier is entitled to rely on information it receives from VITA or its agents and may assume that all such information was submitted by or on behalf of VITA.

**10. DISCLAIMER OF WARRANTIES**

SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING EQUIPMENT, SERVICE, OR SUPPLEMENTAL SERVICES (AS DEFINED HEREIN) AND SUPPLIER HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF (a) MERCHANTABILITY, (b) FITNESS FOR A PARTICULAR PURPOSE, (c) SUITABILITY, (d) USE, (e) NON-INFRINGEMENT, AND/OR (f) SERVICE BEING ERROR-FREE, VIRUS-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). SUPPLIER DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF, AND VITA SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. SUPPLIER IS NOT THE MANUFACTURER OF EQUIPMENT PURCHASED BY OR PROVIDED TO VITA IN CONNECTION WITH USE OF THE SERVICE.

**11. USE OF SERVICE**

**A. Changes to Numbers**

Except as otherwise provided by law, VITA has no property rights to any Number and Supplier may change any such Number.

**B. Fraud Prohibited**

VITA and its respective Agencies will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. If VITA's Equipment is lost or stolen, VITA is responsible for all charges incurred until VITA or its Agency reports the theft or loss to Supplier except as otherwise provided by law. Any Carrier may cancel Service to any Number if Supplier 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 VITA notice of its intent to cancel. In the event VITA instructs the Carrier to retain Service, VITA 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. Additionally, VITA agrees to adopt, at no additional charge to VITA, any reasonable fraud prevention or fraud reduction processes or products recommended by Supplier or, if not adopted by VITA, to be responsible for any unauthorized charges on Numbers which do not adopt such processes or products.

**C. Acceptable Use; Restrictions Regarding Service**

Use of Service is subject to any restrictions and/or prohibited uses described in the applicable Sales Information. Supplier reserves right to suspend Service, without notice, to VITA if Supplier believes VITA is using Service in any prohibited manner or if VITA's usage adversely impacts Supplier's wireless network or service levels. Supplier reserves right to deny or terminate Service if VITA's usage adversely impacts Supplier's wireless network or service levels, on advance written notice, after which VITA will be provided a reasonable opportunity to cure, lasting no more than (3) business days after such notice.

**D. Ownership**

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

**E. Content**

VITA is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of Supplier '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 Supplier 's systems ("Content"). VITA has sole responsibility for any losses resulting from VITA's or any Agency's downloading, access to, or use of any third-party Content, or from VITA's or any Agency's access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, Supplier may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services Supplier" as defined in the Digital Millennium Copyright Act.

**12. RESALE AND OTHER PROHIBITED USES**

VITA, Agencies and their respective End Users are not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

**13. CONFIDENTIALITY**

**A. Treatment and Protection**

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

**B. Exclusions**

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

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

**C. Return or Destruction**

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

VITA, or the Agency recipient of Supplier's Services, shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention



policies or, if such Agency is not subject to such policies, in accordance with such Agency's own records retention policies.

**D. Customer Proprietary Network Information (CPNI)**

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

**14. LIMITATION OF LIABILITY**

**A. Service Failures**

SUPPLIER'S LIABILITY FOR ANY SERVICE FAILURE GREATER THAN TWENTY-FOUR (24) HOURS WILL IN NO EVENT EXCEED THE RECURRING SERVICE CHARGES DURING THE AFFECTED PERIOD. IN NO EVENT SHALL SUPPLIER BE LIABLE TO VITA FOR ANY DAMAGES OR REIMBURSEMENT FOR ANY SERVICE FAILURE LESS THAN TWENTY FOUR (24) HOURS.

**B. Consequential Damages and Injuries to Persons or Property**

NEITHER SUPPLIER NOR VITA WILL BE LIABLE TO THE OTHER PARTY FOR (A) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (B) INJURIES TO PERSONS OR PROPERTY ARISING FROM THE OTHER PARTY'S USE OF THE EQUIPMENT OR SERVICE. Nothing in this section will limit Supplier's obligation to fully indemnify the other party under the indemnification section herein for actions brought by third parties, even if such actions include claims by third parties for special, punitive, indirect, incidental or consequential damages.

**C. Other Factors Beyond Supplier's Control**

SUPPLIER AND EACH CARRIER WILL HAVE NO LIABILITY TO VITA FOR DAMAGES OR DELAYS DUE TO FIRE, EXPLOSIONS, LIGHTNING, POWER SURGES OR FAILURES, STRIKES OR LABOR DISPUTES, WATER, ACTS OF GOD, THE ELEMENTS, WAR, RIOT, CIVIL DISTURBANCE, ACTS OR ORDERS OF CIVIL OR MILITARY AUTHORITIES, ACTS OF THE PUBLIC ENEMY, INABILITY TO SECURE PRODUCTS OR TRANSPORTATION FACILITIES, FUEL OR ENERGY SHORTAGES, ACTS OR OMISSIONS OF COMMUNICATIONS CARRIERS OR SUPPLIERS, OR OTHER CAUSES BEYOND SUPPLIER'S OR A CARRIER'S REASONABLE CONTROL.

**D. Supplemental Services**

VITA and/or an eRate Agency may from time to time subscribe to services provided by third parties including, but not limited to, operator services, loss protection, messaging, email, email forwarding or other server software based services (collectively, "Supplemental Services"). VITA and each applicable eRate Agency acknowledge that access to Supplemental Services requires a separate agreement between VITA or the applicable eRate Agency and a third party. SUPPLIER WILL HAVE NO LIABILITY WHATSOEVER TO VITA, ANY AGENCY OR ANY THIRD PARTY CLAIMING BY OR THROUGH VITA OR AN ERATE AGENCY FOR THE ACCURACY, TIMELINESS, CONTINUED AVAILABILITY OF SUCH SUPPLEMENTAL SERVICES.

**E. Privacy**

Supplier and Carriers will exercise best efforts to provide privacy and security when equipment and/or service is in use.

**F. Definitions**

For purposes of this section only, (a) "VITA" includes VITA, Agencies, and their respective employees (including, without limitation, all End Users), officers, agents and contractors and (b) "third parties" means any person or entity other than Supplier, Carrier, an Agency, or VITA.

**15. INDEMNIFICATION.**

**A. Third Party Actions.**

With respect to actions brought by third parties, Supplier agrees to defend, indemnify and hold VITA or an Agency, as applicable, harmless from and against any damages, liabilities, claims, costs and expenses (including reasonable attorneys' fees) to the extent caused by Supplier's gross negligence or willful misconduct. If Supplier fails, within thirty (30) days after notice, to accept the defense, then VITA or the Agency, as applicable, will have the right, but not the obligation, to undertake the defense of, and to compromise or settle any claims on behalf of, for the account of, and at the risk of Supplier. If the claims cannot by their nature be defended solely by one party, the other party shall make available all information and assistance that may reasonably be requested, regardless of any obligations to indemnify hereunder.

**B. Intellectual Property Indemnification.**

Supplier agrees to defend or settle any claim against VITA and to pay all damages that a court may award against VITA, in any suit that alleges the Service infringes any patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: (a) content not owned or created by Supplier; (b) modifications to the Service, or combinations of the Service with non-Supplier services or products, by VITA, an Agency or others; (c) Supplier's adherence to VITA's or an Agency's written requirements, where such requirements materially deviate from the Service or Equipment generally offered by Supplier; or (d) VITA's, an Agency's, or any End Users use of the Service in violation of this Agreement.

Whenever Supplier is responsible under this §15, B, Supplier may, at its option either procure the right for VITA or an Agency to continue using the Service, or replace or modify the alleged infringing Service so that the Service becomes non-infringing. If neither of those alternatives are reasonably achievable, Supplier may terminate the affected Service without liability other than as stated in §15, B.

**C. Procedures.**

The following procedures will apply to any indemnification obligation under this §15: (a) the party seeking indemnification will promptly notify the indemnifying party in writing of any claim or suit; (b) the indemnifying party will have sole control of the defense or settlement; provided, however, that the selection of counsel and settlement are accomplished in accordance with applicable law and that the indemnifying party will not enter into any settlement that obligates the party seeking indemnification to make an admission of guilt or incur any expense for which the party seeking indemnification is not indemnified, without such party's prior written consent; (c) the party seeking indemnification will have the right to be represented separately by counsel of its own choosing, at its own expense, in connection with any claim or suit; and (d) the party seeking indemnification will provide reasonable cooperation to the indemnifying party at the indemnifying party's expense.

**16. SECURITY COMPLIANCE**

To the extent required by applicable law, which may include Virginia Code 18.2-186.6 (D), Supplier shall timely notify VITA of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Agency to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

**17. BANKRUPTCY**

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract or any order issued hereunder, or a eRate Agency may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such eRate Agency adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this

Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

## 18. GENERAL PROVISIONS

### A. Relationship Between VITA, Public Bodies, and Supplier

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

### B. Licenses and Permits

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

### C. Incorporated Contractual Provisions

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf> are also incorporated by reference.

The terms and conditions in the document posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically. With respect to the obligations set forth in the mandatory contractual provisions, Supplier will certify which Equipment is §508 compliant on Exhibit A-2, and VITA accepts that certification as acceptable compliance.

### D. Compliance with the Federal Lobbying Act

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of

this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit D hereto.

**E. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

**F. Dispute Resolution**

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

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

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

In the event of any breach by an Agency, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

**G. Advertising and Use of Proprietary Marks**

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

**H. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

**I. No Waiver**

Any failure to enforce any terms of this Contract, including termination for breach, shall not constitute a waiver.

**J. Cooperation**

Supplier shall cooperate with agents, consultants or contractors ("designees") authorized by VITA to act on its behalf. VITA shall define the scope of such authority for the designee and Supplier shall provide cooperation to the designee to the same extent that it would to VITA under this

Contract within the scope of the authorization by VITA. Such designees will be subject to the Confidentiality provisions of this Contract.

**K. Assignment**

This Contract may not be assigned by either party without the prior written consent of the other and such consent will not be unreasonably withheld. However, Supplier may without the other Party's consent, assign this Contract to an Affiliate or to any entity that acquires substantially all of the party's business or stock and may assign its right to receive payments hereunder to an Affiliate. VITA may, without the other Party's consent, assign this Contract to another State Agency. Subject to the foregoing, this Contract will be binding upon the assignees of the respective parties. Each Party shall supply the other Party with notice of the assignment within thirty (30) days after any assignment under this section.

**L. Captions**

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

**M. Severability**

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

**N. Survival**

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

**O. Force Majeure**

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Agency may terminate any order affected by such postponement or delay.

**P. Remedies**

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

**Q. Right to Audit**

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

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

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

**R. Taxes—Federal, State, and Local**

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption

registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

Any taxes, fees and surcharges that Supplier is required by law or regulation to collect (including, but not limited to the fees for the Federal Universal Service Fund and local number portability) shall be billed to the Commonwealth without additional charge or other markup by the Supplier. Supplier shall provide fifteen (15) days notice of changes in the applicable rate of such taxes, fees or surcharges and identify them as separate charges on the invoice.

**S. Contract Administration and Account Management**

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

The Account Manager's responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier's technical support division; (ii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

**T. Entire Contract**

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

- i). Exhibit A Pricing
- ii). Exhibit A-1 Service Plan Pricing
- iii). Exhibit A-2 Device Pricing
- iv). Exhibit B Service Requirements
- v). Exhibit C Telecommunications Service Order (TSO) Example
- vi). Exhibit D Certification Regarding Lobbying
- vii). Exhibit E Individuals Authorized to Order Services
- viii). Exhibit F iPhone Solution Terms and Conditions

This Contract, all its Exhibits, Supplier's response to RFP #2009-05 and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, Exhibit A, Exhibit E, then any specific order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.



This Contract is effective as of the last date set forth below.

Supplier

VITA

By: Signature On File  
(Signature)

By: Signature On File  
(Signature)

Name: Cathleen M. Pryor  
(Print)

Name: James T. Roberts  
(Print)

Title: VP, AT&T Mobility Government Contracts

Title: Director Finance & Administration

Date: 5/14/09

Date: 5/18/09

Address for Notice:

Address for Notice:

AT&T Mobility

VITA – Supply Chain Management

7229 Parkway Drive

11751 Meadowville Ln.

Hanover, MD 21076

Chester, VA 23836

Attention: Contracts

Attention: Contract Administrator

## EXHIBIT A – PRICING

### 1. DISCOUNTS

#### A. SERVICE DISCOUNT

Supplier will provide VITA and Agencies, as applicable, with the following MSC Service Discount: Twenty percent (20%). Supplier will not apply the MSC Service Discount to (a) other monthly service charges such as monthly recurring charges for features; and/or (b) any other charges under the Contract. Supplier may restrict certain other Plans or certain other discount programs from qualifying for the Service Discount. Supplier will advise VITA and eRate Agencies when such restrictions apply.

#### B. EQUIPMENT DISCOUNT; ACCESSORIES DISCOUNT

##### 1. EQUIPMENT DISCOUNT

Supplier will provide VITA and Agencies with Equipment at the prices found at Exhibit A-2 attached hereto. AT&T's pricing reflects at least a 50% Equipment Discount off its then-current national contract reference price for new activations and qualified upgrades, and this Equipment Discount is reflected in the net prices found at Exhibit A-2. Supplier will apply the Equipment Discount only to the prices set forth therein. The Equipment Discount will not apply to upgrade purchases with respect to any End User more than one time in any eighteen (18) month period and may not be combined with any other equipment offer. The Parties expressly acknowledge and agree that Exhibit A-2 may be modified outside the formal amendment procedure by Supplier sending VITA a revised Exhibit A-2, which VITA's authorized representative can accept or reject via email.

##### 2. ACCESSORIES DISCOUNT

Supplier will provide VITA and Agencies with a twenty percent (20%) discount off wireless accessories only to the prices available through Supplier and only through Supplier-controlled channels. The discount off accessories is not available to VITA for orders placed through any other method.

EXHIBIT A-1  
PLANS

**IMMEDIATELY FOLLOWS THIS PAGE**

## GOV National Pooled Plans

	Monthly Service Charge	Min	N&W	M2M	Ovrg
Govt National Pooled 100	\$30.00	100	5000	Unl	0.25
Govt National Pooled 200	\$34.00	200	5000	Unl	0.25
Govt National Pooled 400	\$44.00	400	5000	Unl	0.25
Govt National Pooled 1000	\$70.00	1000	Unl	Unl	0.25

No activation fee for Corporate Lines of service.

No Rollover® on any GOV National Plans

Cannot mix National Plans with AT&T Nation Plans on the same Billing Account Number

Long Distance is included with Roaming (within the 50 United States).

Included Features: Call Hold, 3-way Calling, Call Forwarding, Call Waiting, Caller ID, Call Detail, Basic Voice Mail/Message Waiting Indicator

Standard nights are 9:00p.m. to 6:00a.m., and standard weekends are 9:00p.m. Friday to 6:00a.m. Monday. Airtime and other measured usage are billed in full-minute increments.

Except as otherwise provided herein, the rate plan descriptions set forth in AT&T Business Pooled Nation Plans Sales Information applies to the GOV National Pool Plans and are incorporated herein by this reference.

## AT&T Nation

### Stand-alone rate plan with Rollover Minutes

	Monthly Service Charge	Total Included Minutes	Nights & Weekend	Mobile to Mobile	Overage
AT&T Nation 450	\$39.99	450	5000	Unlimited	45¢
AT&T Nation 900	\$59.99	900	Unlimited	Unlimited	40¢
AT&T Nation 1350	\$79.99	1350	Unlimited	Unlimited	35¢
AT&T Nation Unlimited *	\$99.99	Unlimited	Unlimited	Unlimited	n/a

No activation fee for corporate lines of service.

**Included Features:** Detailed billing (except Upstate NY), Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voicemail, Message Waiting Indicator, Text Messaging (SMS) at 20¢ /message, Multimedia Messaging at 30¢ /message, and Wireless Internet Express at \$0.01 /KB. Some features may not be available in all areas at all times. Rollover SM minutes apply to unused package minutes only. Long Distance is included with Roaming (within the 50 United States). Standard nights are 9:00p.m. to 6:00a.m., and standard weekends are 9:00p.m. Friday to 6:00a.m. Monday. Airtime and other measured usage are billed in full-minute increments.

**\* Unlimited Rate Plan is not eligible for discount**

*Requires Blackberry, PDA, Pocket PC, or Smartphone Device.  
Required voice plan for iPhone activation*

## Unlimited Voice and Data Plan (business purposes only)

	Monthly Service Charge	Total Included Minutes	Total Included Data	Nights and Weekends	Mobile to Mobile	Overage	Roaming Long Distance
Blackberry	\$119.99	Unlimited	Unlimited	Unlimited	Unlimited	N/A	Included
PDA/Smartphone	\$114.99	Unlimited	Unlimited	Unlimited	Unlimited	N/A	Included

No activation fee for corporate lines of service.

**Included Features:** Detailed Billing (except Upstate NY), Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voicemail, message Waiting Indicator, Text Messaging (SMS) at 20¢ /message, and Multimedia Messaging at 30¢ /message. Some features may not be available in all areas at all times. Long Distance is included with Roaming (within the 50 United States) requires Blackberry, PDA, Pocket PC, or Smartphone device.

**Not Eligible for Tethering Feature.**



<b>iPhone Rate plans*</b> (all iPhones must have a Voice Plan)				
Description	Monthly Service Charge	Domestics Data (Web/Email)	Tethering Allowed	Visual Voice Mail
Enterprise Data Plan for iPhone -	\$45.00	Unlimited	No	Yes

<b>Text Messaging</b>			
Description	Price Per Month	Messages Included	Overage Rate
iPhone Messaging 200	\$5.00	200	\$0.10/Msg
iPhone Messaging 1500	\$15.00	1500	\$0.05/Msg
iPhone Messaging Unlimited	\$20.00	Unlimited	N/A

<b>iPhone international Bolt-on</b>				
Description	Monthly Service Charge	Data Included	Overage Rate	Tethering Allowed
Data Global 20MB Plan (Bolt-On)	\$24.99	20MB Data	\$0.005/KB	No
			\$0.0195/KB	
Data Global 50MB Plan (Bolt-On)	\$59.99	50MB Data	\$0.005/KB	No
			\$0.0195/KB	

\*To complete the activation of your iPhone you MUST connect to iTunes.

## Blackberry Plans for the Commonwealth of Virginia

Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB	Canada Roaming per KB	International Roaming per KB	Discount for Voice Plan
Blackberry® Access	\$50.00	Unlimited	Unlimited	\$0.015	\$0.0195	\$5.00
Blackberry® International Roaming	\$69.99	Unlimited	Unlimited	n/a	n/a	\$5.00

Unlimited usage applies to Blackberry email, Internet browsing, and qualified applications that use the Blackberry Mobile Data Service. Other non-qualified data usage is charged at 0.005 per KB.

Blackberry International Roaming Feature requires a valid subscription to Blackberry Access \$49.99 plan (monthly or annually). Other non-qualified usage is charged at \$0.015 per KB outside the US and Canada.

## PDA Plans for the Commonwealth of Virginia

Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB	Canada Roaming per KB	International Roaming per KB	Discount for Voice Plan
PDA Connect	\$45.00	Unlimited	N/A	\$0.015	\$0.0195	\$5.00
PDA Connect International Roaming	\$69.99	Unlimited Domestic and 20MB International	\$0.005/KB \$0.0195/KB			\$5.00

No activation fee for corporate lines of service.

Tethering Data Plans for the Commonwealth of Virginia*			
Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB
Blackberry® Tethering Bolt-On	\$50.00	5GB	\$0.00048/KB
PDA Tethering Bolt-On	\$50.00	5GB	\$0.00048/KB
<b>*Must have a Qualified Voice Rate Plan.</b>			
Blackberry® Tethering No Voice	\$70.00	5GB	\$0.00048/KB
PDA Tethering No Voice	\$65.00	5GB	\$0.00048/KB

\*Includes 5GB of Data

**Includes standard Blackberry and PDA Monthly Access.**

No activation fee for corporate lines of service.

Data Plans for the Commonwealth of Virginia							
Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB	Canada Roaming per KB	International Roaming per KB	Discount for Voice Plan	Wi-Fi Connect
Data Connect	\$44.86	5GB	\$0.00048/KB	N/A	N/A	N/A	Domestic Included
DC North America	\$109.99	5GB Domestic & 100 MB NA	\$0.00048/KB	N/A	\$0.005	N/A	Domestic Included
DC Global	\$139.99	5GB Domestic & 100 MB INTL	\$0.00048/KB	N/A	\$0.005	N/A	Domestic Included

No activation fee for corporate lines of service.

Text Messaging			
Description	Price Per Month	Data/Messages Included	Overage Rate
Text Messaging 200	\$5.00	200	\$0.10/Msg
Text Messaging 1500	\$15.00	1500	\$0.05/Msg
Text Messaging Unlimited	\$20.00	Unlimited	N/A

TeleNav (Turn By Turn Directions)			
Description	Price Per Month	Directions	
TeleNav*	\$9.99	Unlimited	
* Requires a Device with embedded GPS or a GPS Bluetooth Puck (sold separately)			

Push to Talk			
Description	Price Per Month	Usage	
Push to Talk	\$5.00	Unlimited	

## Voice Dialing

Description	Price Per Month
Voice Dialing	\$4.99



## Blackberry Enterprise Server v.4.1 Software & User Licenses Fees for Microsoft Exchange

Product	Price	Description
Blackberry Enterprise Server v.4.0	\$3,999.00	Includes Blackberry Enterprise Server Software and 20 Client Licenses.
User License - Single	\$99.00	Includes one user license.
User License – 5 Pack	\$429.00	Client Access License (5 pack)
User License - 10 Pack	\$699.00	Client Access License (10 pack)
User License – 100 Pack	\$5,999.00	Client Access License (100 pack)

**BUSINESS NATION FLAT RATE PLAN—GSM™**

Monthly Service Charge	\$12.49
Home Airtime Rate	\$0.11/minute

No activation fee for corporate lines of service.











Included Features: Detailed billing (except Upstate NY), Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voicemail, Message Waiting Indicator, Text Messaging (SMS) at 20¢ /message, Multimedia Messaging at 30¢ /message, and Wireless Internet Express at \$0.01 /KB. Some features may not be available in all areas at all times. Long Distance is included with Roaming (within the 50 United States). Airtime and other measured usage are billed in full-minute increments.

## World Traveler and International Calling

Feature	Description	Price Per Month
World Traveler	Allows International Roaming	\$5.99
International Calling	Allows US to International calling	\$3.99

EXHIBIT A-2  
EQUIPMENT.

**IMMEDIATELY FOLLOWS THIS PAGE**

	NOKIA		PANTECH		SAMSUNG		PUSH TO TALK		
									
VITA Pricing Valid until June 09	GLOBAL	GLOBAL	GLOBAL	GLOBAL	GLOBAL	GLOBAL	GLOBAL	GLOBAL	GLOBAL
Model	2600	SLATE	MATRIX	A237	A777	Samsung Rugby	LG CU405	Motorola Tundra	Nokia 6650
Status	ACTIVE	ACTIVE	ACTIVE	ACTIVE	ACTIVE	ACTIVE	ACTIVE	ACTIVE	ACTIVE
National Contract Reference Price	\$169.99	\$249.99	\$349.99	\$179.99	\$349.99	\$329.99	\$279.99	\$499.99	\$349.99
New Activations and qualified upgrades	\$0.00	\$69.99	\$89.99	\$9.99	\$89.99	\$89.99	\$49.99	\$99.99	\$89.99
AVAILABLE COLORS	BLACK/RED	BLACK	BLACK, BLUE, RED	BLACK, BLUE, RED	RED, BLUE	BLACK, YELLOW, BURGUNDY	BLACK	BLACK, PLUM	RED, GOLD, BLACK
Frequencies	850/1900	850/900/1800/1900	850/1900 UMTS and 850/900/1800/1900	850/900/1800/1900	850/1900 UMTS and 850/900/1800/1900	850/1900 UMTS 850/900/1800/1900	850/1900 UMTS and 850/900/1800/1900	850/1900 UMTS and 850/900/1800/1900	850/1900 UMTS and 850/900/1800/1900
Data Network	GPRS	EDGE, GPRS	HSDPA, EDGE, GPRS	EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS
Device Type	Handset	Handset	Handset	Handset	Handset	Handset	Handset	Handset	Handset
Case/Belt Clip/Holster	No	No	No	No	No	No	No	No	No
TAA Compliant	Yes	No	Yes	No	No	No	No	No	No
Processor Speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Memory	4 MB	20 MB	45 MB	128 MB	50 MB	20 MB	8 MB	100 MB	30 MB
Talk Time (est.)	3 Hours	3 Hours	3 Hours	3 Hours	3 Hours	5 Hours	5 Hours	4Hours	3 Hours
Standby Time (est.)	12.5 Days	10 Days	10 Days	10 Days	10 Days	10 Days	12 Days	14 Days	11 Days
<b>PHONE FEATURES</b>									
Bluetooth Version	2.0	1.2	2.0	2.0	2.0	2.0	No	2.0	2.0
WiFi Version	No	No	No	No	No	No	No	No	No
Data Tethering	No	No	Yes	No	Yes	Yes	Yes	Yes	Yes
Digital Camera (Megapixels)	VGA	1.3	1.3	VGA	1.3	1.3	No	2	1.3
Video Share	No	No	Yes	No	Yes	Yes	No	No	No
Video Capture/Playback	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
Infrared Compatible	No	No	No	No	No	No	No	No	No
Xpress Mail	No	No	No	No	No	No	No	No	No
Good Mobile Messaging	No	No	No	No	No	No	No	No	No
RIM Blackberry Connect	No	No	No	No	No	No	No	No	No
Microsoft Direct Push	No	No	No	No	No	No	No	No	No
Voice Memo	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Voice Dialing/Command	No	No	Yes	No	Yes	No	No	Yes	No
GPS-Enabled	No	No	Yes	No	Yes	Yes	No	Yes	No
TeleNav Navigator	No	No	Yes	No	Yes	Yes	No	Yes	No
TeleNav Track	No	No	No	No	No	No	No	No	No
Phone Book Capacity (Not SIM Card)	Memory Dependent	600	1000	500	1000	1000	500	500	1000
Mobile Backup	Yes	No	No	No	No	No	No	1000	Yes
Calendar	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Hearing Aid Compatible (HAC)	No	M3, T3	No	No	M3, T3	M3, T3	M3, T3	M3, T3	M3, T3
Operating System	Java	Java	Java	Java	Java	Java	Java	Java	Java
Speakerphone	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Currency Converter	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
Ringtones	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3
External Memory Card Capability	No	No	MICRO	No	MICRO	MICRO	No	MICRO	MICRO
Push to Talk (PTT)	No	No	No	No	No	Yes	Yes	Yes	Yes



VITA Pricing Valid May 09

Model	iPhone 16GB	iPhone 8GB	EPIX (touchscreen)	Bold	PEARL (8120)	8820	Curve 8310 T
National Contract Reference Price	\$499.99	\$399.99	\$749.99	\$999.99	\$629.99	\$629.99	\$449.99
<b>New Activations and qualified upgrades</b>	<b>\$299.99</b>	<b>\$199.99</b>	<b>\$199.99</b>	<b>\$149.99</b>	<b>\$0.00</b>	<b>\$149.99</b>	<b>\$0.00</b>
AVAILABLE COLORS	WHITE/BLACK	BLACK	Black				TITANIUM/RED
Frequencies	850/1900/2100 UMTS 850/900/1800/1900	850/1900/2100 UMTS 850/900/1800/1900	850/1900/2100 UMTS 850/900/1800/1900	850/1900/2100 UMTS 850/900/1800/1900	850/900/1800/1900 MHz	850/900/1800/1900 MHz	850/900/1800/1900 MHz
Data Network	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	EDGE, GPRS	EDGE, GPRS	EDGE, GPRS
Device Type	Handset	Handset	PDA	Blackberry	Blackberry	Blackberry	Blackberry
Case/Belt Clip/Holster	No	No	No	Yes	No	Holster	No
TAA Compliant	No	No	No	No	No	No	No
Processor Speed	N/A	N/A	624MHz	624 MHz	312 MHz	312 MHz	312 MHz
Memory	16G	8G	150MB	128MB for Apps/ GIG for Media 1	64MB	64MB	64MB
Talk Time (est.)	5 Hours	5 Hours	7 Hrs	4.5 Hrs	Up To 3.5 Hrs	Up To 5 Hrs	Up to 4 hrs
Standby Time (est.)	12 Days	12 Days	14 Days	Up to 13 Days	Up To 15 Days	Up To 24 Days	Up to 17 Days
<b>PHONE FEATURES</b>							
Bluetooth Version	2	2	2	2	2	2	2
WiFi Version	802.11 B/G	802.11 B/G	802.11 B/G	802.11 A/B/G	No	802.11 A/B/G	No
Data Tethering	No	No	Yes	Yes	Yes	Yes	Yes
Digital Camera (Megapixels)	2	2	2	2	1.3	No	2
Video Share	No	No	Yes	No	No	No	No
Video Capture/Playback	No	No	Yes	Yes	No	No	No
Infrared Compatible	No	No	No	No	No	No	No
Xpress Mail	No	No	No	No	No	No	No
Good Mobile Messaging	No	No	Yes	No	No	No	No
RIM Blackberry Connect	No	No	No	No	Blackberry, BES	Blackberry, BES	Blackberry BES
Microsoft Direct Push	Push email via Exchange ActiveSync	Push email via Exchange ActiveSync	Yes	No	No	No	No
Voice Memo	Yes	Yes	Yes	Yes	Yes	No	No
Voice Dialing/Command	No	No	Yes	Yes	Yes	Yes	Yes
GPS-Enabled	Yes	Yes	Yes	Yes	No	Yes	Yes
AT&T Navigator	No	No	Yes	Yes	No	Yes	Yes
TeleNav Track	No	No	Yes	Yes	No	Yes	Yes
Phone Book Capacity (Not SIM Card)	Memory Dependant	Memory Dependant	Memory Dependant	Memory Dependant	Memory Dependant	Memory Dependant	Memory Dependant
Mobile Backup	No	No	Yes	No	Yes	Yes	Yes
Calendar	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Hearing Aid Compatible (HAC)	No	No	No	No	No	No	No
Operating System	OS X	OS X	WM 6.1	RIM/Java	RIM/Java	RIM/Java	RIM/Java
Speakerphone	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Currency Converter	No	No	Yes	Yes	No	No	No
Ringtones	iTunes	iTunes	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3
External Memory Card Capability	No	No	MICRO	MICRO	Micro	Micro	Micro
Push to Talk (PTT)	No	No	No	No	Yes	Yes	Yes

							
		<b>VITA Pricing Valid May 09</b>					
<b>Model</b>	<b>FUZE</b>	<b>INCITE</b>	<b>GT ULTRA</b>	<b>QUICKSILVER</b>	<b>AC - 881</b>	<b>MERCURY</b>	
<b>National Contract Reference Price</b>	\$629.99	\$499.99	\$279.99	\$279.99	\$379.99	\$279.99	
<b>New Activations and qualified upgrades</b>	<b>\$199.99</b>	<b>\$199.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>AVAILABLE COLORS</b>							
<b>Frequencies</b>	850/1900/2100 UMTS 850/900/1800/1900	850/1900/2100 UMTS 850/900/1800/1900	UMTS:850,1900,2100 GSM/EDGE:850/900/1800/1900	UMTS:850,1900,2100 GSM/EDGE:850/900/1800/1900	UMTS:850,1900,2100 GSM/EDGE:850/900/1800/1900	UMTS:850,1900,2100 GSM/EDGE:850/900/1800/1900	
<b>Data Network</b>	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	
<b>Device Type</b>	Smartphone	Smartphone	PCMCIA Modem	USB Modem	PCMCIA Modem	USB Modem	
<b>Case/Belt Clip/Holster</b>	No	PDA	N/A	Continuous	Continuous	Continuous	
<b>TAA Compliant</b>	No	No	N/A	N/A	N/A	N/A	
<b>Processor Speed</b>	528 MHz	528 MHz	Yes	Yes	Yes	Yes	
<b>Memory</b>	512 MB	256 MB	N/A	N/A	N/A	N/A	
<b>Talk Time (est.)</b>	7 Hours	8 Hours	N/A	N/A	N/A	N/A	
<b>Standby Time (est.)</b>	19 Days	21 Days	N/A	N/A	N/A	N/A	
<b>PHONE FEATURES</b>							
<b>Bluetooth Version</b>	2	2	N/A	N/A	N/A	N/A	
<b>WiFi Version</b>	802.11 B/G	802.11 B/G	N/A	N/A	N/A	N/A	
<b>Data Tethering</b>	Yes	Yes	N/A	N/A	N/A	N/A	
<b>Digital Camera (Megapixels)</b>	3.2	3	N/A	N/A	N/A	N/A	
<b>Video Share</b>	Yes	Yes	N/A	N/A	N/A	N/A	
<b>Video Capture/Playback</b>	Yes	Yes	N/A	N/A	N/A	N/A	
<b>Infrared Compatible</b>	No	No	N/A	N/A	N/A	N/A	
<b>Xpress Mail</b>	Yes	Yes	N/A	N/A	N/A	N/A	
<b>Good Mobile Messaging</b>	Yes	No	N/A	N/A	N/A	N/A	
<b>RIM Blackberry Connect</b>	Yes	No	N/A	N/A	N/A	N/A	
<b>Microsoft Direct Push</b>	Yes	Yes	N/A	N/A	N/A	N/A	
<b>Voice Memo</b>	Yes	Yes	N/A	N/A	N/A	N/A	
<b>Voice Dialing/Command</b>	Yes	Yes	N/A	N/A	N/A	N/A	
<b>GPS-Enabled</b>	Yes	Yes	N/A	N/A	N/A	N/A	
<b>AT&amp;T Navigator</b>	Yes	Yes	N/A	N/A	N/A	N/A	
<b>TeleNav Track</b>	No	No	N/A	N/A	N/A	N/A	
<b>Phone Book Capacity (Not SIM Card)</b>	Memory Dependant	Memory Dependant	N/A	N/A	N/A	N/A	
<b>Mobile Backup</b>	Yes	Yes	N/A	N/A	N/A	N/A	
<b>Calendar</b>	Yes	Yes	N/A	N/A	N/A	N/A	
<b>Hearing Aid Compatible (HAC)</b>	No	No	N/A	N/A	N/A	N/A	
<b>Operating System</b>	WM 6.1	WM 6.1	N/A	N/A	N/A	N/A	
<b>Speakerphone</b>	Yes	Yes	N/A	N/A	N/A	N/A	
<b>Currency Converter</b>	No	Yes	N/A	N/A	N/A	N/A	
<b>Ringtones</b>	Poly/MP3	Poly/MP3	N/A	N/A	N/A	N/A	
<b>External Memory Card Capability</b>	Micro	Micro	N/A	N/A	N/A	N/A	
<b>Push to Talk (PTT)</b>	Yes	No	N/A	N/A	N/A	N/A	

## EXHIBIT B – SERVICE REQUIREMENTS

### A. Service Commencement Date

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

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

### B. Acceptance

Service(s) or Equipment(s) shall be deemed accepted when VITA or the Agency determines that the Services or Equipment(s) ordered meet the requirements or written criteria set forth herein, the manufacturer's specifications and/or the applicable order. VITA or the Agency shall commence Acceptance testing within a reasonable time period after commencement of the Service or delivery of the Equipment or within such longer time period mutually agreed upon by the Parties to the order. VITA or the Agency shall have seventy-two (72) hours, or such longer period as may be agreed upon between Supplier and VITA or the Agency in an order, from completion of Services to evaluate and accept the Services ("Evaluation Period"), provided that VITA or the Agency, in its sole discretion, may accept the same prior to expiration of the Evaluation Period. If the Supplier's a Service or Equipment fail to meet the specifications or requirements of the Contract or the applicable order, or those required by the Supplier's own technical documentation, then VITA or the Agency may require the Supplier to re-perform such Service, or repair or replace such Equipment.

Acceptance shall be effective for the purpose of making payment for Services or Equipments, as applicable, provided, however, Acceptance by VITA or an Agency following the evaluation period shall not be conclusive that the Services conform in all respects to the specifications and requirements of the Contract or the applicable order. In the event that nonconformance therewith is discovered by VITA or an Agency after Acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary, including but not limited to re-performance of Services, to conform the Services to the specifications and requirements of the Contract or the applicable order. The Supplier's failure to do so shall constitute a default on the Contract or the applicable order for which VITA or an Agency may exercise the remedies provided in the section of the Contract entitled "Termination for Breach or Default," in addition to and not in lieu of any other remedies available at law or in equity.

### C. Cure Period

Supplier shall correct the non-conformities identified hereunder and shall thereafter commence re-performance of Services, within five (5) days of written notice of non-conformance by VITA or the Agency, or as otherwise agreed between VITA and Supplier or Agency and Supplier. In the event that Supplier fails to deliver a Service which meets the Requirements, VITA or the Agency may, in its sole discretion: (i) reject the Service in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Rejection will terminate the individual order issued under this Contract, and at the sole option of VITA, the Contract. Notwithstanding the foregoing, VITA or the Agency shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

### D. Response

Throughout the Contract term, including any extensions thereto, Supplier shall respond to reports of interruption of Service and acknowledge all requests for restoration of Service with a status report after notification by VITA or an Agency that a Service or Equipment failure has occurred. Supplier shall include in its status report a description of the failure and the estimated time to repair/restore Services. Updates shall be provided until resolution.



**E. Equipment Replacement**

In the event that a replacement Equipment is required for an Agency to continue to use a Service, Supplier shall deliver such replacement to an Agency.

**F. Service Levels and Remedies**

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

Service Failures. SUPPLIER'S LIABILITY FOR ANY SERVICE FAILURE GREATER THAN TWENTY-FOUR (24) HOURS WILL IN NO EVENT EXCEED THE RECURRING SERVICE CHARGES DURING THE AFFECTED PERIOD. IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER FOR ANY DAMAGES OR REIMBURSEMENT FOR ANY SERVICE FAILURE LESS THAN TWENTY FOUR (24) HOURS.

VITA shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or a Subscriber is denied use of the Service due to Service failures and disruptions for four (4) or more hours during any single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which VITA or the public body which is the recipient of Supplier's Services is denied access to the Service.

Credits and rebates are remedies available to VITA and eRate Agencies in addition to, and not in lieu of, any other remedies available pursuant to this Contract or at law or in equity.

### EXHIBIT C – TELECOMMUNICATIONS SERVICE ORDER (TSO) EXAMPLE

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

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

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

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

\* VTA APPROVAL : \_\_\_\_\_ DATE: \_\_\_\_\_ \*  
\* \* \* \* \*

ACTIVITY CODE: 0136000 AGENCY LOG NO:  
AGENCY : VA INFORMATION TECHNOLOGIES AGY  
COORDINATOR : PAUL HOPPE, ALVIN SEAY  
ADDRESS : 110 SOUTH 7TH ST.  
CITY : RICHMOND  
STATE : VA ZIP: 23219  
TELEPHONE : 804/371-5580 \*  
\* \* \* \* \*

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

\* SERVICE REP: \_\_\_\_\_ \*  
\* TELEPHONE : \_\_\_\_\_ DUE DATE: \_\_\_\_\_ \*  
\* S.O. NOS : \_\_\_\_\_ \*  
\* \* \* \* \*

\* REMARKS FROM VENDOR: \*  
\* \_\_\_\_\_ \*  
\* \_\_\_\_\_ \*  
\* \_\_\_\_\_ \*  
\* \* \* \* \*

\* \* \* \* \*  
SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 1 OF 2

XYZ COMPANY

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

## EXHIBIT D – CERTIFICATION REGARDING LOBBYING

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

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

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

Signature: Signature On File

Printed Name: Cathleen M. Pryor

Organization: AT&T Mobility

Date: 5/14/09

## **EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES**

Margaret Moran

Pamela Wood-Henry

Linda Brown

## EXHIBIT F

### iPhone Solution Terms and Conditions

- 1. General.** Pursuant to the terms and conditions of the Contract and this Exhibit, Supplier will provide iPhones and Service for iPhones (collectively, the "iPhone Solution") to VITA and its qualified End Users.
- 2. Plans.**
  - 2.1 General.** The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements depend on whether the End User has an iPhone that is compatible with (a) Supplier's GSM/GPRS/EDGE network only ("Original iPhone"), or (a) both Supplier's GSM/GPRS/EDGE network and Supplier's 3G (HSDPA/UMTS) network ("iPhone 3G"). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones. Both iPhone Solution Plans include unlimited data and visual voicemail. For both Plans, Supplier also imposes a monthly Regulatory Cost Recovery charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations; State and Federal Universal Service Charges; and surcharges for customer-based and revenue-based state and local assessments on Supplier. These are not taxes or government-required charges. Charges for usage while roaming internationally: \$0.50 for each text message sent and \$0.0195 for each kilobyte used. Standard rates apply to all incoming messages. Additional charges for premium messages and content apply.
  - 2.2 3G Enterprise Data Plan for iPhone.** The Enterprise Data Plan, as described in Exhibit A-1 to the Contract, is available to End Users and must be used for such End Users that intend to access corporate email, VITA intranet sites, and/or other business applications through the iPhone Solution.
  - 2.3 iPhone Solution Plan Requirements.**
    - 2.3.1 3G iPhone Solution.** End Users with the 3G iPhone Solution must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) an iPhone 3G-eligible Enterprise Data Plan for iPhone.
    - 2.3.2 Original iPhone Solution.** End Users must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) an Original iPhone-eligible Enterprise Data Plan for iPhone.
- 3. iPhone Equipment.** Supplier will provide iPhone Equipment to VITA as described in Exhibit A-2 to the Contract. Notwithstanding anything to the contrary elsewhere in the Contract, VITA, eRate Agencies and End Users will not receive the Equipment Discount or any other discount or promotion described in the Contract, on iPhones or Apple-branded accessories.
- 4. Service Discount.** Except as otherwise provided in the Contract regarding Voice Service Plans that do not qualify for the Service Discount, Supplier will provide the Service Discount and any applicable credit or waived fee described in the Contract with respect to End Users activated on any iPhone Solution Plans available under the Contract.
- 5. Restrictions.** The iPhone Solution is not compatible with any Wireless Data Service Plans not referenced in this Exhibit and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of iPhone activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.
- 6. Additional iPhone Terms and Conditions.** The iPhone Solution utilizes third party software and, accordingly, is subject to certain additional iPhone Terms and Conditions (including Apple and other third party terms and conditions). With respect to VITA's End Users with the iPhone Solution, VITA

acknowledges and agrees to such iPhone Terms and Conditions found in the iPhone box and at <http://www.apple.com/legal/sla/docs/iphone.pdf>, as may be modified from time to time.

**7. Policies and Processes.** VITA and its End Users must follow the policies and processes established by Supplier to purchase iPhones and to activate, migrate to or from, or terminate the iPhone Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPhones only in Supplier retail locations and through Premier, and (b) completing the activation through iTunes. iPhone returns are subject to a 10% re-stocking fee.