

# Memorandum

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**To:** Mississippi Public Service Entities Requesting FirstNet Services  
**From:** David C. Johnson   
**Date:** September 15, 2018 (*Revised July 6, 2023*)  
**Re:** Instructions for Use: AT&T FirstNet Services  
**CC:** ITS Project File 44694, 47781

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## 1. Introduction

The United States Department of the Interior, Interior Business Center, issued Solicitation D15PS00295E, an open and competitive procurement to establish the First Responder Network Authority (FirstNet Authority) Nationwide Public Safety Broadband Network ("FirstNet"). AT&T was the successful proposer. The Solicitation included State and Local Public Safety Entities in its Scope. In accordance with 47 U.S.C. §§ 1442(e)(2)(b) and (3)(A) the State of Mississippi elected to Opt-In to FirstNet. The State of Mississippi entered into a contract with AT&T to allow qualified Public Service Entities in Mississippi to purchase FirstNet services.

## 2. Who May Use

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

The award may be used by Mississippi agencies, universities, community/junior colleges and governing authorities (cities, counties, school districts, etc.) Any entity using this award must follow this Instructions for Use Memorandum even if they are not under ITS purview.

## 3. Master Contract Effective Dates

The FirstNet Master Services Agreement is valid from August 14, 2018 through June 30, 2028.

## 4. Products, Pricing and Ordering Information

Pricing and product information is detailed in the attached contract. For additional information regarding products and services, please contact AT&T. Place orders directly with AT&T.

<b>AT&amp;T Mobility</b> Mississippi Account Manager Rob McClure Cell: (601) 497-7691 e-mail: <a href="mailto:Rob.McClure@att.com">Rob.McClure@att.com</a>	
<b>Place Order To</b>	<b>Remit To</b>
AT&T 209 E Capital St Jackson, MS 39201-2108	AT&T Mobility P. O. Box 6463 Carol Stream, IL 60197-6463

**5. MAGIC Customers**

State agency customers are required to purchase through Mississippi’s Accountability System for Government Information and Collaboration (MAGIC). The MAGIC Contract number is 8500000530 and the Supplier number is 3100022966. State agency customers will be required to use NIGP codes when purchasing through MAGIC. The following codes should be used for products and services purchased under the AT&T FirstNet Agreement:

<b>NIGP Code:</b>	<b>Use For:</b>
91575	Cellular Service
83935	Cellular Devices

**6. What Goes in Your Purchase/Audit File**

At a minimum, include

- Documentation of “qualified public entity” status.
- A copy of the purchase order.
- A copy of this memorandum.
- A copy of the request for quote.
- A copy of the written quotation from AT&T.
- Any additional project related documentation or justification.

**7. To Request Assistance in Using this Award**

Please contact the ISS Help Desk at [isshelp@its.ms.gov](mailto:isshelp@its.ms.gov) if you have any questions or need assistance in making purchases from this award.

**PROJECT NUMBER 44694  
MASTER FIRSTNET SERVICE AND EQUIPMENT AGREEMENT  
BETWEEN  
AT&T MOBILITY NATIONAL ACCOUNTS, LLC  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This Master FirstNet Service and Equipment Agreement (hereinafter referred to as "Master Agreement") is entered into by and between AT&T Mobility National Accounts, LLC, a Delaware limited liability company having its principal offices at 1025 Lenox Park Boulevard NE, Room A325, Atlanta, Georgia 30319 (hereinafter referred to as "Contractor") and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State."

**WHEREAS**, the United States Department of the Interior, Interior Business Center issued Solicitation D15PS00295E (the "Solicitation"), an open and competitive procurement to establish the First Responder Network Authority (FirstNet Authority) Nationwide Public Safety Broadband Network (NPSBN) ("FirstNet"); and

**WHEREAS**, the Contractor was a successful proposer in an open, fair and competitive procurement process to provide the above-mentioned services;

**WHEREAS**, the Solicitation included State and Local Public Safety Entities in its Scope; and

**WHEREAS**, the federal Middle Class Tax Relief and Job Creation Act of 2012 Section 6302 required states to Opt-In to FirstNet or deploy, operate and maintain a State Radio Access Network; and

**WHEREAS**, in accordance with 47 U.S.C. §§ 1442(e)(2)(b) and (3)(A) and pursuant to the December 20, 2018 letters of Governor Phil Bryant to: (i) the First Responder Network Authority, (ii) the National Telecommunications and Information Administration, and (iii) the Federal Communications Commission, and after reviewing (i) the commitments made by the Contractor in its December 20, 2017 letter to Governor Bryant and (ii) the Contractor's Mississippi State plan and related information, the State of Mississippi elected to Opt-In to FirstNet; and

**NOW THEREFORE**, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

**ARTICLE 1 TERM OF AGREEMENT**

**1.1** The initial term of this Master Agreement shall become effective on the last date on which it is signed (the "Effective Date"), and, unless it is extended by mutual agreement or terminated as

prescribed elsewhere herein, shall continue in effect through the close of business on June 30, 2023. At the end of the initial term, this Master Agreement may, upon the written agreement of the parties, be renewed for additional terms, the lengths of which will be agreed upon by the parties.

## **ARTICLE 2 MODIFICATION OR RENEGOTIATION**

This Master Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Master Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

## **ARTICLE 3 INCLUDED PARTIES**

In order to take advantage of the AT&T FirstNet Solution, Customer must (a) be a qualified "Public Service Entity" as recognized by the First Responder Network Authority, and (b) restrict access to the AT&T FirstNet Solution solely to Authorized Users (as defined in the AT&T FirstNet Solution Service Guide described below) who must be located in a state or territory which has opted in to use the AT&T FirstNet Nationwide Public Safety Broadband Network. It is agreed that any governing authority within Mississippi acquiring Products and Services under this Master Agreement will work with Contractor to mutually determine the applicable subscription term.

## **ARTICLE 4 ORDERS AND USAGE**

**4.1** The State does not make any guarantees as to volume of minutes used or dollars to be spent under this Master Agreement.

**4.2** When a Customer decides to procure any Services or Products from Contractor, the Customer shall follow ITS' then-current, published instructions for use memorandum and applicable laws and shall contact the Contractor to request the particular Services and Products to be procured. The instructions for use memorandum is an ITS document, which must not be inconsistent with this Master Agreement. Contractor agrees to provide to the State, on a quarterly basis, at no additional charge, summarized reporting data that is mutually agreed upon by both the State and the Contractor.

**4.3** In the event the State takes advantage of the AT&T FirstNet Solution, the State will be bound by the rates, terms and conditions set forth in the AT&T FirstNet Solution Service Guide, a copy of which is attached as **Exhibit B** hereto and incorporated herein by reference, as such rates, terms and conditions may be modified by mutual agreement of the parties from time to time. Where AT&T requests an amendment to Exhibit B that reflects a change in the national service guide of the request for the amendment shall not be unreasonably denied by the State.

**4.4** The terms and conditions of this Master Agreement shall apply to all orders for Services and Products procured from Contractor hereunder. The terms and conditions of this Master Agreement shall supersede any conflicting terms and conditions set forth in any document provided by Contractor. The parties agree that the State has the right to adjust the quantities of Services and Products procured based upon the availability of funding or as determined necessary by the State.

**4.5** Contractor shall post a catalog of cellular telephones and accessories to the website, which catalog may be updated semi-annually by the Contractor.

4.6 Contractor may cancel an order if Contractor reasonably believes that the Product ordered is no longer available or is not available in sufficient quantities. If a Product is no longer available or is available in insufficient quantities, Contractor will notify the subscriber and the subscriber may either modify or cancel that order. If the subscriber agrees, the Contractor may provide a substitute Product.

4.7 By using the Services hereunder, Customer understands and agrees as follows:

(a) Customer is prohibited from using the Service in any way that is unlawful, harmful to or interferes with use of Contractor's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam, a security risk, or a violation of privacy.

(b) The Services shall not be used in any way which would violate US state or federal laws.

(c) Customer is prohibited from hosting, posting, transmitting, or re-transmitting any content or material that harasses or threatens the health or safety of others.

(d) Customer shall not use the Services to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography.

#### **ARTICLE 5 SCOPE OF SERVICES AND COVERAGE AREA**

5.1 Contractor will provide the AT&T FirstNet Solution, as described more fully below and in Exhibits A and B attached hereto and made a part hereof.

5.2 Contractor acknowledges that it made representations pertaining to cellular coverage in the State of Mississippi and the State represents that based on those representations the Governor of the State of Mississippi made the decision to opt in to FirstNet. Contractor further acknowledges that it has a contractual obligation to the FirstNet Authority to provide the cellular coverage as represented in the Mississippi State Plan and Contractor further agrees to update its coverage map located on FirstNet.com from time to time as significant changes in cellular coverage occur. Contractor further acknowledges that it has a contractual obligation to the First Responder Network Authority to report on its progress regarding provision of this coverage to the FirstNet Authority as well as to the State of Mississippi. In the event that the State has any questions or issues in regards to AT&T's performance in connection with coverage, the State may raise those issues directly with AT&T and may make appropriate inquiries with the FirstNet Authority. Contractor agrees to reasonably assist the State in making any such inquiries made to FirstNet Authority.

5.3 The AT&T FirstNet Solution includes Services that are available and intended for use with the NPSBN (collectively, the "FirstNet Solution").

#### **ARTICLE 6 RESPONSIBILITIES OF CONTRACTOR**

Contractor represents and warrants as follows:

6.1 Contractor shall provide the cellular voice and data Services and Products as specified in Exhibit A.

6.2 Upon request, Contractor shall provide cell phone number portability as required by the FCC.

**6.3** Contractor shall activate, terminate, or suspend service on existing equipment and complete requested plan changes within twenty-four (24) hours of notification by the approved agency or entity contact. In order for Contractor to meet the 24 hour window Customer must contact the FirstNet Care Center, which is open and available 24x7x365.

**6.4** Contractor shall notify the State at least five (5) business days in advance of any planned service outages and/or scheduled maintenance. This notification shall include impacted coverage areas and an estimated duration of the outage. For each consecutive twenty-four (24) hour outage period incurred for any planned service and/or scheduled maintenance, the Contractor shall issue a credit equal to a full day of service for each impacted subscriber upon written request by the subscriber and confirmation by the Contractor.

**6.5** Regardless of the plan implemented, the following shall apply: (a) there shall be no roaming charges within the State of Mississippi; (b) nationwide long distance shall be provided at no additional cost; and (c) there shall be no charges for unanswered calls.

**6.6** Contractor understands and agrees that the State of Mississippi shall bear no responsibility for fraudulent calls, including but not limited to, number theft via "cloning". Fraudulent calls shall be the sole responsibility of the Contractor if Customer complies with this Section. Customer shall notify Contractor in the event it has reasonable cause to believe that fraud has occurred, is occurring or is likely to occur. Contractor will work with Customer within its technical limits to prevent fraud. Customer shall notify Contractor as soon as practicable in the event of the loss or theft of a wireless device.

**6.7** Contractor shall provide any necessary services, maintenance, repairs and/or replacement of cellular telephones, equipment, adapters, and other accessories for the duration of this Master Agreement, including but not limited to the following: (a) maintaining a stock of cellular equipment necessary to support the requirements of this Master Agreement such that all orders for Service and equipment can be filled within twenty-four (24) hours of receipt of an order; (b) providing adequate after sales support and consultation staff to make recommendations on equipment, rate plans, usage, etc. as necessary to support the requirements of this Master Agreement; (c) maintaining an account team in Mississippi to support the needs of the subscribers hereunder; (d) providing instruction, both pre-recorded and printed, on the use of its Service, and (e) maintaining service levels and quality, to industry standards, so as to minimize impaired service, low transmission, transmission interference, and similar deficiencies.

## **ARTICLE 7 DELIVERY, RISK OF LOSS, ACCEPTANCE, AND TITLE**

**7.1** Contractor shall deliver the equipment to the location specified by the Customer and pursuant to the delivery schedule mutually agreed to by the parties.

**7.2** Contractor shall assume and shall bear the entire risk of loss and damage to the equipment and accessories from any cause whatsoever while in transit and at all times throughout its possession thereof.

**7.3** Contractor shall provide each Agency up to five (5) devices during a thirty (30) calendar day acceptance period to test coverage and to test the cellular telephones, equipment and accessories, commencing at the later date of either service activation or equipment receipt. During this acceptance period the subscriber shall have an opportunity to evaluate and test the cellular telephones to confirm that they perform without any material defects.

**7.4** In the event the equipment fails to perform as stated in Article 7.3 herein, the subscriber shall notify Contractor who shall, within four (4) working days, either correct the defects identified by the subscriber or replace the defective equipment. If Contractor is unable to correct the defects or replace the defective telephone/accessory, or if coverage is not acceptable (e.g., consistently dropped calls, poor signal strength, call quality, etc.), the subscriber may, without incurring activation charges or termination penalties, cancel service and return the telephone/accessory to Contractor.

**7.5** Title to the equipment provided under this Master Agreement shall pass to the Customer upon its acceptance of same.

## **ARTICLE 8 SERVICE LEVEL AGREEMENTS**

Contractor acknowledges that it has agreed to certain service level objectives, including for nationwide service availability, in its contract with the FirstNet Authority. Contractor further acknowledges that it has agreed to reporting on its actual performance for these service level objectives to the FirstNet Authority. In the event that State has any questions or issues in regards to these service level objectives or AT&T's performance in connection with these service level objectives, the State may make appropriate inquiries with the FirstNet Authority. Contractor agrees to reasonably assist the State in making any such inquiries. Contractor's compliance and reporting obligations on the service level objectives shall be solely to the FirstNet Authority

## **ARTICLE 9 METHOD OF PAYMENT**

The State agrees to pay the Contractor for the Services and Products rendered at the prices set forth in the attached Exhibit A. The Contractor shall submit invoices with the appropriate documentation to the State as Services are rendered during the term of this Master Agreement using the processes and procedures identified by the State. The State agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. The Contractor understands and agrees that the State is exempt from the payment of taxes in the State of Mississippi. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

## **ARTICLE 10 WARRANTIES**

**10.1** Contractor represents and warrants that it has the right to provide the Services and the cellular Products provided under this Master Agreement.

**10.2** Contractor represents and warrants that the State shall acquire good and clear title to the cellular Products purchased hereunder, free and clear of all liens and encumbrances.

**10.3** Contractor represents and warrants that each cellular Product delivered shall be delivered new and not as a "used, substituted, rebuilt, refurbished or reinstalled" Product.

**10.4** Contractor represents and warrants that it has and will obtain and pass through to the State any and all warranties obtained or available from the manufacturer/licensor of the cellular

Product.

**10.5** Contractor represents and warrants that all cellular Products provided pursuant to this Master Agreement shall, for a period of one (1) year, be free from defects in material, manufacture, design and workmanship. Contractor's obligation pursuant to this warranty shall include, but is not limited to, the repair or replacement of the Product at no cost to the State. If an item must be returned to the manufacturer for warranty service or replacement during the warranty period, the Contractor shall be responsible for payment of all shipping charges and supplying the Customer with a substitute item of equipment during the time that repairs are being made.

**10.6** Contractor represents and warrants that all work performed hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Master Agreement. For any breach of this warranty, the Contractor shall perform the services again, at no cost to the State, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the State the fees paid to the Contractor for the unsatisfactory services.

**10.7** If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp. 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

## **ARTICLE 11 INFRINGEMENT INDEMNIFICATION**

**11.1** Contractor, at its own expense, shall defend or settle any and all infringement actions filed against Contractor or the State which involve the Products provided under this Master Agreement and shall pay all costs, attorney fees, settlements, damages and judgment finally awarded against the State, provided that: (i) the State promptly notifies Contractor in writing of any such claim of which it has knowledge; (ii) Contractor has, to the extent authorized by Mississippi law, sole control of the defense of any actions and negotiations related to the defense or settlement of any claim, and (iii) the State cooperates in the defense of the claim by supplying Contractor all relevant information currently available and in its possession, all at Contractor's expense.

11.2 If Contractor believes that the Product is or will become the subject of an infringement claim, or in the event that use of the Product is enjoined, Contractor, at its own expense, shall: (a) first procure for the State the right to continue using the Product, or upon failing to procure such right; (b) modify or replace the Product or components thereof with non-infringing products so it becomes non-infringing while maintaining substantially similar functionality, or upon failing to secure either such right, (c) request the State to return the infringing items to Contractor and Contractor shall refund the purchase price previously paid by the State for the Products the State may no longer use. Said refund shall be paid within ten (10) working days of notice to the State to discontinue said use.

11.3 Contractor shall have no obligation for infringement claims resulting directly from: (a) unauthorized Product modifications by Customer or a third party other than the manufacturer; (b) Contractor's compliance with Customer's written designs, specifications or instructions; or (c) the use of the Product with products not supplied by Contractor.

## **ARTICLE 12 EMPLOYMENT STATUS**

12.1 Contractor shall, during the entire term of this Master Agreement, be construed to be an independent contractor. Nothing in this Master Agreement is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

12.2 Contractor represents that it is qualified to perform the duties to be performed under this Master Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the required duties. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Customer. Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

12.3 Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, request that Contractor replace any of its employees who are engaged in performing services under this Master Agreement and AT&T will give due consideration to the request.

## **ARTICLE 13 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations to install or repair equipment shall be covered by Contractor's comprehensive general liability insurance policy.

## **ARTICLE 14 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

14.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for any given Customer project. The Customer is only required to

negotiate with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

**14.2** Neither party to this Master Agreement may assign or otherwise transfer this Master Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Master Agreement shall be binding upon the parties' respective successors and assigns.

**14.3** Contractor must obtain the written approval of the State before subcontracting any portion of this Master Agreement. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any additional obligation to the State. All subcontracts shall incorporate the terms of this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that the State may deem necessary. Notwithstanding the foregoing, software licensors, device suppliers or manufacturers, access service providers and similar third party vendors or suppliers will not be deemed to be subcontractors under this Agreement.

**14.4** Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the State, and that the subcontractor acknowledges that no privity of contract exists between the State and the subcontractor and that Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with Contractor. Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

**14.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between Contractor and the State, where such dispute affects the subcontract.

**14.6** The State understands that Contractor's network includes elements purchased from third party telecommunications providers and that Contractor provides Services in certain areas of the country through other telecommunications providers, i.e., roaming. These third party telecommunications providers are expressly consented to by the State by execution of this Master Agreement and the provisions of this Article 14 shall not apply to such entities.

#### **ARTICLE 15 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the State to proceed under this Master Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Master Agreement. If the funds anticipated for the fulfillment of this Master Agreement are at any time, not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to the State for the payments or performance due under this Master Agreement, the Customer shall have the right to immediately terminate this Master Agreement as to itself only, without damage, penalty, cost or expense to

Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Master Agreement. In the event of such termination, Contractor shall receive just and equitable compensation for Services rendered by Contractor to Customer prior to termination.

## **ARTICLE 16 TERMINATION**

**16.1** Notwithstanding any other provision of this Master Agreement to the contrary, this Master Agreement may be terminated as follows: (a) upon the mutual, written agreement of the parties; (b) If either ITS or the Contractor fails to comply with the terms of this Master Agreement, the non-defaulting party may terminate this Master Agreement, without the assessment of any penalties or termination charges, upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period. The non-defaulting party may also pursue any remedy available to it in law or in equity; (c) ITS may terminate this Master Agreement in whole or in part without the assessment of any penalties or termination charges upon thirty (30) days written notice to the Contractor if the Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) ITS may terminate this Master Agreement without the assessment of any penalties or termination charges, for any reason after giving thirty (30) days written notice specifying the effective date thereof to the Contractor. The State will be responsible for charges for Services provided prior to the date of termination.

**16.2** A Customer and/or the Contractor may terminate Contractor Services as follows: (a) upon the mutual, written agreement of the Contractor and the Customer; (b) If either the Customer or the Contractor fails to comply with the terms of this Master Agreement, the non-defaulting party may terminate Contractor Services, without the assessment of any penalties or termination charges, upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period. The non-defaulting party may also pursue any remedy available to it in law or in equity; or (c) The Customer may terminate Contractor Services in whole or in part without the assessment of any penalties or termination charges upon thirty (30) days written notice to the Contractor if the Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary. The Customer will be responsible for charges for Services provided prior to the date of termination.

**16.3** Upon the expiration or termination of this Master Agreement or any other termination of Services by a Customer, the State shall: (a) pay all charges due to Contractor through the date of termination; and (b) return all equipment to Contractor that has been issued within the last eighteen (18) months. Notwithstanding the foregoing and provided that the State stays current on the payment of all charges due Contractor under this Master Agreement, the Contractor will, if requested by the State prior to the expiration or termination of this Master Agreement, provide the State with a transition period of up to six (6) months following the expiration or termination of this Master Agreement (the "Transition Period"). During the Transition Period, Contractor will continue to provide Services to all existing State customers (but not to any new State customers) on the same terms and conditions and prices as provided prior to the Transition Period. At the end of the Transition Period or as Customers cease using Contractor's Services, the State shall: (i) pay all charges due to Contractor through the date Contractor ceases providing Services to a State Customer; and (ii) the State Customer shall return its equipment to Contractor on the same date.

## **ARTICLE 17 GOVERNING LAW**

This Master Agreement and each order issued hereunder shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Further, nothing in this Master Agreement shall affect any statutory rights the State may have that cannot be waived or limited by contract.

#### **ARTICLE 18 WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Master Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

#### **ARTICLE 19 SEVERABILITY**

If any term or provision of this Master Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Master Agreement can be fully achieved by the remaining portions of the Master Agreement that have not been severed.

#### **ARTICLE 20 CAPTIONS**

The captions or headings in this Master Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Master Agreement.

#### **ARTICLE 21 HOLD HARMLESS**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate the State, its Board Members, officers, employees, agents and representatives from and against any and all third party claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by the negligence or intentional misconduct of the Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Master Agreement; provided (a) Contractor is given prompt written notice of any such claim or suit of which the State has knowledge, (b) Contractor or its designee has, to the extent authorized by Mississippi law, sole control of the defense or settlement of any such claim or suit, and (c) the State cooperates and assists Contractor in the defense of any such claim or suit, all at Contractor's expense. Contractor will not be responsible for damages resulting from the negligence or intentional, wrongful acts or omissions of the State.

#### **ARTICLE 22 THIRD PARTY ACTION NOTIFICATION**

Contractor shall notify the State in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or the State by any entity that may result in litigation related in any way to this Master Agreement and/or which may affect the Contractor's performance under this Master Agreement. Failure of the Contractor to provide such written notice to the State shall be considered a material breach of this Master Agreement and the State may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

## **ARTICLE 23 AUTHORITY TO CONTRACT**

Contractor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may materially adversely affect its ability to perform its obligations under this Master Agreement.

## **ARTICLE 24 NOTICE**

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Contractor's address for notice is: Mr. Brian Troup, Vice President, State, Local and Education East, AT&T Mobility National Accounts, LLC, 11 AT&T Way, Room A272, Bedminster, NJ 07921. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

## **ARTICLE 25 RECORD RETENTION AND ACCESS TO RECORDS**

**25.1** Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall, at their expense and upon prior reasonable written notice to Contractor, have access to any of Contractor's books, documents, papers and/or records that are pertinent to this Master Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during Contractor's normal business hours. All records relating to this Master Agreement (except as set forth below in Article 25.2) shall be retained by Contractor for three (3) years from the date of receipt of final payment under this Master Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

**25.2** Call records (detailed records of incoming and outgoing calls) will only be retained by Contractor for eighteen (18) months.

## **ARTICLE 26 INSURANCE**

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as commercial general liability coverage with limits of \$1 million per occurrence and \$2 million aggregate and employee fidelity bond insurance of \$1 million per claim or occurrence. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

## **ARTICLE 27 DISPUTES**

Any issues or provisions of this Master Agreement in dispute between the Customer and Contractor which, in the judgment of either party may materially affect the performance of such

party shall be reduced to writing and delivered to the other party. The Customer and Contractor shall promptly thereafter negotiate in good faith and use every reasonable effort to resolve such dispute in a mutually satisfactory manner. Any such dispute as to a question of fact which is not disposed of in a mutually satisfactory manner shall be submitted to and decided by the Executive Director of ITS or such person as the Executive Director may select. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed to the parties. Disagreement with such a decision by either party shall not constitute a breach under the terms of this Master Agreement. Such decision shall not be a final disposition of the matter if either party still disagrees, and such disagreeing party shall be entitled to seek such other rights and remedies it may have in law or in equity.

#### **ARTICLE 28 COMPLIANCE WITH LAWS**

**28.1** Contractor shall comply with, and all activities under this Master Agreement shall be subject to all Customer policies and procedures and all applicable federal, state and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Master Agreement because of race, creed, color, sex, age, national origin or disability.

**28.2** Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

#### **ARTICLE 29 CONFLICT OF INTEREST**

Contractor shall notify the State of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the State's satisfaction, the State reserves the right to terminate this Master Agreement.

#### **ARTICLE 30 SOVEREIGN IMMUNITY**

By entering into this Master Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

#### **ARTICLE 31 CONFIDENTIAL INFORMATION**

**31.1** Contractor shall treat all State data and information to which it has access by its performance under this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of the State. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform the State and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Master Agreement and shall continue in full force and effect and shall be binding upon Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Master Agreement on behalf of, or under the rights of the Contractor

following any termination or completion of this Master Agreement.

**31.2** The parties understand and agree that this Master Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. As such, it is understood by the Contractor that copies of this executed Master Agreement may be distributed to the governmental agencies, governing authorities, and educational institutions of the State of Mississippi on an as-needed basis for informational purposes.

**31.3** The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Master Agreement shall not be deemed confidential information.

#### **ARTICLE 32 EFFECT OF SIGNATURE**

Each person signing this Master Agreement represents that he or she has read this Master Agreement in its entirety, understands its terms, is duly authorized to execute this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Master Agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

#### **ARTICLE 33 SURVIVAL**

Articles 10, 11, 17, 21, 25, 30, 31, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Master Agreement.

#### **ARTICLE 34 ENTIRE AGREEMENT**

**34.1** This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Contractor-furnished software, or any "click-wrap" or "browse-wrap" license presented in connection with a purchase via the internet.

**34.2** The Master Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Master Agreement signed by Contractor and ITS; and
- B.** Any exhibits attached to this Master Agreement.

**34.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Master Agreement") and the lowest document is

listed last ("B. Any exhibits attached to this Master Agreement").

#### **ARTICLE 35 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

#### **ARTICLE 36 ADVERTISING AND NEWS RELEASES**

Contractor agrees not to refer to this Master Agreement in commercial advertising in such a manner as to state or imply that the Service provided is endorsed or preferred by the State and is considered by the State as superior to other services. The State reserves the right to review and approve any commercial advertising wherein the State's use of Contractor's Services under this Master Agreement is referenced. Further, news releases pertaining to this Master Agreement will not be made without the State's prior written approval, and then only in accordance with the explicit written instructions from the State.

#### **ARTICLE 37 TRANSPARENCY**

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Master Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Master Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Master Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

#### **ARTICLE 38 FORCE MAJEURE**

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes,

floods, hurricanes, tornadoes, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the State immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the Master Agreement.

**ARTICLE 39 LIABILITY ISSUES**

Unless jointly agreed otherwise in writing, Contractor's liability shall not exceed twice the total amount of all annual sales paid by the State to Contractor under this Master Agreement. In no event will Contractor be liable to Customer for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless Contractor was advised of the possibility of such loss or damage. Excluded from this or any liability limitation are claims related to fraud, bad faith; infringement issues; bodily injury; death; physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Contractor. The language contained herein tending to limit the liability of the Contractor will apply to Customer to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Contractor is precluded from relying on any contractual damages limitation language within this article where the Contractor acts fraudulently or in bad faith.

For the faithful performance of the terms of this Master Agreement, the parties have caused this Master Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of Information Technology Services, on behalf of the agencies and institutions of the State of Mississippi**

**AT&T Mobility National Accounts, LLC**

By:   
Authorized Signature

By:   
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: Linda J. O'Hagan

Title: Executive Director

Title: Sr. Contract Manager

Date: 8/14/18

Date: 8/10/18

**EXHIBIT A**

**Custom Plans.**

**1. Custom FirstNet Mobile Plans – Agency Paid.** Provided the State remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this Exhibit A (including all sub-sections and Tables), AT&T will provide the State and its eligible Agency Paid Users the custom FirstNet Mobile Plans described in Exhibit A § 1 (the “Custom FirstNet Mobile Plans”). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding Agency Paid User must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to Subscriber Paid Users. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans’ corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this Exhibit A § 1 and the applicable Sales Information, this Exhibit A § 1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if the State’s account is active and in good standing with respect to the applicable R Agency Paid User Agency Paid User. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers. For all Custom FirstNet Mobile Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 1.1  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

<b>Version</b>	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000GB</b>
<b>For use with a unsubsidized device</b>	\$15.99 MSC	\$26.50 MSC	\$39.00 MSC	\$225.00 MSC	\$408.00 MSC	\$1,915.00 MSC	\$3,682.00 MSC
<b>For use with a subsidized device</b>	\$35.99 MSC	\$46.50 MSC	\$59.00 MSC	\$245.00 MSC	\$428.00 MSC	\$1,935.00 MSC	\$3,702.00 MSC

\*MSC means Monthly Service Charge

**TABLE 1.2  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

<b>For use with an unsubsidized device</b>	\$9.99 Monthly Service Charge
<b>For use with a subsidized device</b>	\$21.99 Monthly Service Charge

**TABLE 1.3  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000GB</b>
<b>For use with a unsubsidized device</b>	\$12.00 MSC	\$21.00 MSC	\$34.00 MSC	\$220.00 MSC	\$405.00 MSC	\$1,910.00 MSC	\$3,675.00 MSC
<b>For use with a subsidized device</b>	\$22.00 MSC	\$31.00 MSC	\$44.00 MSC	\$230.00 MSC	\$415.00 MSC	\$1,920.00 MSC	\$3,685.00 MSC

\*MSC means Monthly Service Charge

**TABLE 1.4  
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	<b>Unlimited Enhanced for Smartphones</b>	<b>Unlimited Standard for Smartphones</b>	<b>Unlimited for Data- only Devices</b>
<b>Monthly Service Charge</b>	\$44.99	\$39.99	\$36.99

**TABLE 1.5  
CUSTOM FIRSTNET ENHANCED PUSH TO TALK PLANS**

<b>Unlimited FirstNet Enhanced PTT Bolt-On Plan For use with eligible, compatible Smartphones, Feature Phones and Tablets</b>	\$2.00 Monthly Service Charge per device
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**TABLE 1.6  
CUSTOM FIRSTNET ENHANCED PUSH TO TALK PLANS**

<b>Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone</b>	\$9.95 Monthly Service Charge per device
<b>Unlimited FirstNet Enhanced PTT Only Plan for Use with a subsidized, compatible Feature Phone</b>	\$17.95 Monthly Service Charge per device

**TABLE 1.7  
CUSTOM FIRSTNET MACHINE-TO-MACHINE POOLED PLANS**

	<b>1MB</b>	<b>2MB</b>	<b>5MB</b>	<b>10MB</b>	<b>50MB</b>
<b>Monthly Service Charge</b>	\$4.00	\$5.00	\$7.00	\$9.00	\$12.00

**TABLE 1.8  
CUSTOM FIRSTNET MACHINE-TO-MACHINE BACKUP PLAN**

<b>FirstNet Machine-to-Machine Backup Plan 20MB</b>	<b>\$20.00 Monthly Service Charge</b>
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2. **Custom FirstNet Mobile Plans – Subscriber Paid.** In addition to FirstNet Mobile Plans available to the State and its Agency Paid Users, AT&T offers subscriber paid FirstNet plans for eligible individuals associated with a Primary User Public Safety Entity. The State hereby authorizes AT&T to provide such individuals with the discounts set forth in Exhibit A §2 (the “Custom FirstNet Mobile Subscriber Paid Plans”). The State must remain eligible for the Custom FirstNet Mobile Plans described in Exhibit A §2 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are only available to individuals who satisfy the definition of a Subscriber Paid User as set forth in this Agreement. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 2.1  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	<b>For use with Smartphone 2GB</b>	<b>For use with Smartphone 5GB</b>	<b>For use with Feature Phone 100MB</b>	<b>For use with Tablet 2GB</b>	<b>For use with Tablet 5GB</b>
<b>Monthly Service Charge</b>	\$26.50	\$39.00	\$9.99	\$21.00	\$34.00

**TABLE 2.2  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	<b>Unlimited Smartphone Plan (without tethering)</b>	<b>Unlimited With Tethering Smartphone Plan</b>	<b>Unlimited with Tethering Tablet Plan</b>
<b>Monthly Service Charge</b>	\$39.99	\$44.99	\$36.99

**TABLE 2.3  
FIRSTNET ENHANCED PUSH TO TALK PLANS**

<b>Unlimited FirstNet Enhanced PTT Bolt-On Plan For use with eligible, compatible Smartphones, Feature Phones and Tablets</b>	<b>\$5.00 Monthly Service List Charge per device</b>
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3. **Custom Equipment Offer.** The Custom Equipment Offer (a) requires activation with new FirstNet Service; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to Participating Entities

including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate data solutions provider; and (d) remains subject to availability limitations. The Custom Equipment Offer is not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans.

**Table 3.1  
Custom Equipment Offer**

<b>Custom Equipment</b>	<b>EQUIPMENT PRICE*</b>	<b>CONDITIONS</b>
iPhone 7 32GB iPhone 6s Plus 32GB Galaxy S7 B 32GB DURAFORCE Pro 3GB	\$0.00	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
Galaxy S8 64GB	\$99.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
DURA XE(E4710) 8 GB	\$0.00	Must be activated with a FirstNet Feature Phone Plan with an MSC of \$22.00 or higher
B470	\$0.00	N/A
XP5S	\$49.99	Must be activated with a FirstNet Voice Only Plan with an MSC of \$22.00 or higher with ePTT
XP5S	\$0.00	Must be activated with a FirstNet Voice Only Plan with an MSC of \$31.00 or higher
Velocity 2	\$0.00	Must be activated with a FirstNet Data Only Plan with an MSC of \$22.00 or higher
AT&T Velocity USB Stick	\$0.00	Must be activated with a FirstNet Data Only Plan with an MSC of \$22.00 or higher
Nighthawk LTE	\$40.00	Must be activated with a FirstNet Data Only Plan with an MSC of \$22.00 or higher

\*Applicable Taxes will be charged

**3.2 Activation Credits.** AT&T will provide eligible Agency Paid Users either of the two activation credits as noted below in Table 3.2. An Activation Credit is only available to new AT&T eligible users who (a) activates a new AT&T two (2) year FirstNet Service on the corresponding, qualified Plan(s) within the first one hundred and eighty (180) days following the Effective Date of the Master Agreement and (b) remain on Service under such Plan(s) at the time the Activation Credit is applied. No other eligible user is eligible for an Activation Credit. Agency Paid Users activating new FirstNet Service after this 180-day period will not receive the Activation Credit. Activation Credits may not be combined with any other offers or activation credits. Qualified Agency Paid Users are only eligible for one Activation Credit. An Activation Credit may take up to two billing cycles to appear on the applicable invoice

**TABLE 3.2  
Activation Credits**

PLAN	CREDIT
FirstNet Voice Only Plan with a Monthly Service Charge of \$31.00 or higher OR a FirstNet Data Only Plan with an Monthly Service Charge of \$22.00 or higher	\$50.00
FirstNet Smartphone Plan with a Monthly Service Charge of \$39.00 or higher	\$150.00

4. **FirstNet Satellite Plans.** AT&T will provide to the State the FirstNet Satellite Plans at the prices listed below (subject to change) and the terms listed in the Sales Information in Exhibit A attached hereto and made a part hereof.

**Table 4.1  
FirstNet Satellite Plan Pricing**

DESCRIPTION	COMPATIBLE DEVICES	UNITS/MIN.	ONE TIME CHARGE
Inmarsat IsatPhone Prepaid Cards	Inmarsat IsatPhone 2	500 Units	\$505.00
Inmarsat IsatPhone Prepaid Cards	Inmarsat IsatPhone 2	2500 Units	\$2,325.00
Iridium Global Prepaid Cards	Iridium Extreme 9575	500 Minutes	\$845.00
Iridium Global Prepaid Cards	Iridium Extreme 9575	3000 Minutes	\$3,310.00
Iridium Go! Prepaid Cards	Iridium Go!	400 Minutes	\$529.00
Iridium Go! Prepaid Cards	Iridium Go!	1000 Minutes	\$810.00
Inmarsat BGAN Prepaid Cards	Cobham Explorer 510 Cobham Explorer 710 Hughes 9211 Hughes 9202 The Football- MCD- 4800 Cobham Explorer 325 Hughes 9450- c11	500 Units	\$362.00
Inmarsat BGAN Prepaid Cards	Cobham Explorer 510 Cobham Explorer 710 Hughes 9211 Hughes 9202 The Football- MCD- 4800 Cobham Explorer 325 Hughes 9450- c11	3000 Units	\$1,750.00

5. **AT&T Enhanced Push To Talk (ePTT) LTE/Land Mobile Radio (LMR) Interoperability Options.** AT&T will provide to the State the AT&T ePTT LTE/LMR Interoperability at the prices listed below (subject to change) and the terms listed in the Sales Information in Exhibit A attached hereto and made a part hereof.

**Table 5.1  
LMR Interoperability Pricing\***

<b>Description</b>	<b>Price</b>
ePTT LTE/LMR Feature	Custom **
Provisioned CSSI Console	Waived
P25 ISSI/CSSI Site License	Custom per user***
RoIP Site License	Custom per user
ePTT LTE/MS-WIN LMR Feature	Custom ****

\*Pricing Reflects one-time charge unless otherwise noted otherwise

\*\*Per user, requires monthly ePTT feature when added to an existing voice and data plan or \$30.00 per month

PTT only rate plan (no voice or non- PTT data included)

\*\*\*Per Physical Location

\*\*\*\*All AT&T ePTT and MS-WIN LMR features are custom and require approval from both the State and AT&T after a technical discussion to ensure interoperability

**EXHIBIT B**



**AT&T Business  
Service Guide**

**AT&T FirstNet Solution**

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*The AT&T Business Service Guide is subject to change by AT&T from time to time.  
See <http://serviceguidenew.att.com> for current version.*

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This document reflects the Service Guide in effect as of May 21, 2018

## AT&T FirstNet Solution

*Section Effective Date: 30-Jun-2017*

AT&T FirstNet Solution for Authorized Public Safety Agencies and Authorized Affiliated

Businesses providing Public Safety Services.

The Service Guide consists of the following Parts:

- Service Description (SD)
- Pricing (P)

### Service Description (SD)

#### SD-1. General Description, Network, Coverage and Capabilities

##### SD-1.1. General Description

*Section Effective Date: 30-Mar-2018*

AT&T's FirstNet Solution consists of a portfolio of wireless voice, texting and data service plans ("FirstNet Plans"), Internet of Things ("IoT") management capabilities, and ancillary equipment, services, features and functionalities developed by AT&T under authority granted to it by the First Responder Network Authority (the "FirstNet Authority") created under the Middle Class Tax Relief and Job Creation Act of 2012 (the "Act") as an independent federal authority within the National Telecommunications & Information Administration ("NTIA") of the United States Department of Commerce. AT&T's FirstNet Solution is designed to maximize the utility and dependability of wireless communications by and between first responders and the personnel and entities that support them. AT&T's FirstNet Solution is provisioned using the FirstNet Evolved Packet Core to provide emergency responders with the first high-speed, nationwide broadband network with dedicated access, when they need it, to address the needs of Local, State, Federal, and Tribal Public Safety Entities.

The AT&T FirstNet Solution is available only to Public Safety Entities and their qualified Agency Paid Users and Subscriber Paid Users. Public Safety Entities are classified as either "Primary Users" or "Extended Primary Users." See the Public Safety Entities section, below. Agency Paid Users and Subscriber Paid Users are collectively referred to as Authorized Users. The various types of Authorized Users are more fully defined in the Authorized Users; Agency Paid Users; Subscriber Paid Users section, below.

##### SD-1.2. FirstNet Network: FirstNet Evolved Packet Core, Coverage and NPSBN

*Section Effective Date: 30-Mar-2018*

The AT&T FirstNet Solution is provided using the FirstNet Evolved Packet Core, a wireless broadband network infrastructure dedicated solely to FirstNet Public Safety Entities and their Authorized Users. The FirstNet Evolved Packet Core is physically separate from the core network architecture used by AT&T to serve its commercial

wireless customers.

Access to the FirstNet Evolved Packet Core is through Radio Access Networks ("RANs") consisting of the:

- currently deployed AT&T commercial 4G LTE network;
- additional areas of coverage provided by domestic rural providers connected to the FirstNet Evolved Packet Core; and
- coverage provided by AT&T's phased deployment of Band Class 14 wireless spectrum over its own 4G LTE network.

In addition, as AT&T expands the network coverage and capabilities of its 4G LTE network independently of its obligations to the FirstNet Authority, such additional coverage and capabilities may be made available to FirstNet Public Safety Entities. Together, the FirstNet Evolved Packet Core and available RANs constitute the NPSBN.

The approximate coverage of the NPSBN network ("Service Area") is set forth at <http://FirstNet.com> or such other site as AT&T may designate. As the NPSBN evolves, AT&T will provide updated coverage maps from time to time.

In order to use FirstNet services, Authorized Users must use a device capable of accessing this communications platform ("FirstNet Capable device") and a FirstNet Subscriber Identification Module ("SIM").

### **SD-1.3. FirstNet Evolved Packet Core Capabilities**

*Section Effective Date: 30-Mar-2018*

Since the FirstNet Evolved Packet Core is physically and logically separate from the AT&T commercial core, the FirstNet Evolved Packet Core's capabilities may not be the same as the capabilities of the AT&T commercial core. For example, First Priority™, a robust set of prioritization and preemption capabilities, is available exclusively on the FirstNet Evolved Packet Core. On the other hand, there are some capabilities that the AT&T commercial core may currently have, but which the FirstNet Evolved Packet Core may not currently offer, including, but not limited to, Wi-Fi calling, the use of wearable wireless devices, Public Static IP Addressing, Wireless Priority Service (WPS) and Advanced Messaging. In addition, international roaming outside of Canada and Mexico while using the FirstNet Evolved Packet Core may be unavailable or limited. A current list of the different capabilities of the FirstNet Evolved Packet Core and the AT&T commercial core, as well as the planned availability of additional features on the FirstNet Evolved Packet Core, can be found at [firstnet.com/features](http://firstnet.com/features). The availability and dates for implementation of additional features on both network cores are subject to change.

## **SD-1.4. Limited Use of FirstNet Plans on AT&T Commercial Core**

*Section Effective Date: 30-Mar-2018*

In order to accommodate Public Safety Entities that have a need for capabilities that are currently only available on the AT&T commercial core and/or may need to transition slowly to the FirstNet Evolved Packet Core because of the limitations of embedded equipment and devices, AT&T offers the ability to use a limited number of FirstNet Plans with the AT&T commercial core. FirstNet Plans are described more fully, below. FirstNet Plans available for use on the AT&T commercial core are identified in the FirstNet Plan descriptions, which also set forth the terms and conditions of their use. See the pricing section of this Service Guide for access to the FirstNet Plans descriptions. First Priority™ is not available on the AT&T commercial core; however, priority and preemption capabilities of AT&T Dynamic Traffic Management - Public Safety are available pursuant to the terms of the rate plans and the applicable Service Guide. Other features of the FirstNet Evolved Packet Core, such as enhanced security, are also not available.

The use of FirstNet wireless service rate plans is an accommodation to a limited number of Public Safety Entities, and AT&T may require such Customers and their Authorized Users to migrate onto the FirstNet Evolved Packet Core at an appropriate time as determined by AT&T in its sole discretion. As a Customer's Authorized Users migrate from the AT&T commercial core to the FirstNet Evolved Packet Core, they may need a new Universal Integrated Circuit Card (UICC), SIM card or device to access the FirstNet Evolved Packet Core.

Customers are solely responsible for any decisions they may make regarding the use of the AT&T commercial core.

Customers using FirstNet Plans on the AT&T commercial core prior to the date of the publication of this Service Guide may also continue to use those plans on the AT&T commercial core, subject to AT&T's right to require migration as set forth above.

The remainder of this Service Guide assumes that Public Safety Entities are purchasing FirstNet Plans and services for use with the FirstNet Evolved Packet Core.

## **SD-2. AT&T FirstNet Solution Eligibility**

### **SD-2.1. Public Safety Entities**

*Section Effective Date: 30-Mar-2018*

Eligible Public Safety Entities shall be determined pursuant to the requirements of the Act, as interpreted by the FirstNet Authority. The FirstNet Authority has the ability to designate, in a written document such as this Service Guide and/or processes that it has approved, Public Safety Entities that are eligible to purchase the AT&T FirstNet Solution, either on a permanent or temporary basis.

## **SD-2.1.1. Primary Users and Extended Primary Users**

*Section Effective Date: 30-Mar-2018*

Public Safety Entities are classified as either Primary Users or Extended Primary Users as identified by their North American Industry Classification System (NAICS) code, or as determined by the FirstNet Authority.

### **Primary Users**

Primary Users are those Public Safety Entities that act as first responders, i.e., those entities whose primary mission and job function is to provide services to the public in the area of law enforcement, fire protection, or emergency medical services.

- 621910 - Ambulance Safety Services
- 922120 - Police Protection
- 922160 - Fire Protection
- 922190 - Emergency Planning and Management Offices
  - Government Public Safety Answering Points
  - Emergency (911) Call Dispatching

### **Extended Primary Users**

Extended Primary Users are those Public Safety Entities (which may be individuals, agencies, organizations, non-profit companies) that are not Primary Users, but who may be called upon to support Primary Users with the mitigation, remediation, overhaul, clean up, restoration, or provision of other services, including necessary government services, that are required during the time of an emergency or its aftermath.

- 624230 - Emergency and Other Relief Services
- 922110 - Courts
- 922130 - Legal Counsel and Prosecution
- 922140 - Correctional Institutions
- 922150 - Parole Offices and Probation Offices
- 926130 - Regulation and Administration of Communications, Electric, Gas, and Other Utilities
- 928110 - National Security

In addition, entities responsible for the construction, maintenance and repair of critical infrastructure and assigned one of the following NAICS codes are eligible to purchase the AT&T FirstNet Solution as Extended Primary Users:

## **Energy**

- 213111 - Drilling Oil and Gas Wells
- 213112 - Support Activities for Oil and Gas Operations
- 221111 - Hydroelectric Power Generation
- 221112 - Fossil Fuel Electric Power Generation
- 221113 - Nuclear Electric Power Generation
- 221114 - Solar Electric Power Generation
- 221115 - Wind Electric Power Generation
- 221116 - Geothermal Electric Power Generation
- 221117 - Biomass Electric Power Generation
- 221118 - Other Electric Power Generation
- 221121 - Electric Bulk Power Transmission and Control
- 221122 - Electric Power Distribution
- 221210 - Natural Gas Distribution
- 237120 - Oil and Gas Pipeline and Related Structures Construction
- 333611 - Wind Turbine
- 486210 - Pipeline Transportation of Natural Gas
- 562213 - Solid Waste Combustors and Incinerators

## **Communication**

- 237130 - Power & Communications Line & Related Structures Construction
- 517110 - Telecommunications, wired
- 517210 - Wireless Telecommunications Carriers (except Satellite)
- 517212 - Cellular and other Wireless Telecommunications
- 517410 - Satellite Telecommunications
- 517911 - Telecommunications Resellers ○ 517919 - All Other  
Telecommunications

## **Alarm Systems**

- 238210 - Alarm Systems (multiple definitions)
- 334290 - Alarm Systems - Other Communications Equipment Manufacturing
- 423610 - Alarm Systems - Electrical Apparatus & Equipment, Wiring, Supplies &  
Related Equipment Merchant Wholesalers

- 561620 - Alarm Systems
- 561621 - Security Systems Services except Locksmiths

**Water**

- 221310 - Water Supply and Irrigation Systems
- 221320 - Sewage Treatment Facilities
- 541620 - Environmental Consulting Services
- 561990 - Admin & Support/Waste Management & Remediation Service All Other Support Services
- 562111 - Solid Waste Collection
- 562112 - Hazardous Waste Collection
- 562119 - Other Waste Collection
- 562211 - Solid Waste Landfill
- 562212 - Hazardous Waste Treatment and Disposal
- 562213 - Solid Waste Combustors & Incinerators
- 562219 - Other Nonhazardous Waste Treatment and Disposal
- 562910 - Remediation Services
- 562920 - Materials Recovery Facilities
- 562991 - Septic Tank and Related Services
- 562998 - All Other Miscellaneous Waste Management Services
- 924110 - Administration of Air & Water Resource & Solid Waste Management Programs

**Transportation**

- 481111 - Passenger Air Transportation
- 481112 - Freight Air Transportation
- 481211 - Nonscheduled Chartered Passenger Air Transportation
- 481212 - Nonscheduled Chartered Freight Air Transportation
- 481219 - Other Nonscheduled Air Transportation
- 482111 - Line Haul Railroads - Railway Transportation
- 482112 - Short Line Railroads
- 483111 - Deep Sea Freight Transportation
- 483112 - Deep Sea Passenger Transportation
- 483113 - Coastal and Great Lakes Freight Transportation

- 483114 - Coastal and Great Lakes Passenger Transportation
- 483211 - Inland Water Freight Transportation
- 483212 - Inland Water Passenger Transportation
- 484110 - General Freight Trucking, Local
- 484220 - Specialized Freight (except Used Goods), Trucking, Local
- 484230 - Specialized Freight (except Used Goods), Trucking, Long Distance
- 485111 - Mixed Mode Transit Systems
- 485112 - Commuter Rail Systems
- 485113 - Bus and Other Motor Vehicle Transit Systems
- 485119 - Other Urban Transit System
- 485210 - Interurban and Rural Bus Transportation
- 485410 - School & Employee Bus Transportation
- 485510 - Charter Bus Industry
- 488111 - Air Traffic Control
- 488119 - Other Airport Operations
- 488190 - Other Support Activities for Air Transportation
- 488210 - Support Activities for Rail Transportation
- 488490 - Other Support Activities for Road Transportation
- 491110 - Postal Service
- 492110 - Couriers & Express Delivery Services
- 492210 - Local Messengers & Local Delivery
- 532411 - Commercial Air, Rail & Water Transportation Equipment Rental & Leasing
- 561431 - Private Mail Centers
- 926120 - Transportation Administration
- 926150 - Transportation Regulation, Licensing & Inspection of Miscellaneous Commercial Sectors

**Health Care and Public Health**

- 621112 - Health Care Practitioners
- 621493 - Freestanding Ambulatory Surgical and Emergency Centers
- 622110 - General Medical and Surgical Hospitals

- 923120 - Public Health Programs

### **Critical Manufacturing**

- 211130 - Extraction
- 236210 - Industrial Building Construction
- 236220 - Commercial and Institutional Building Construction
- 237310 - Highway, Street and Bridge Construction
- 237990 - Other Heavy and Civil Engineering Construction
- 811310 - Industry Equipment Repair

### **Construction**

- 237110 - Water and Sewer Line and Related Structures Construction
- 238910 - Site Preparation Contractors
- 238990 - All Other Specialty Trade Contractors
- 532412 - Construction, Mining, & Forestry Machinery and Equipment Rental & Leasing

### **Chemical**

- 541330 - Chemical Engineering Services
- 541350 - Chemical Building Inspection Services
- 541620 - Chemical Environmental Consulting Services
- 541690 - Chemical Other Scientific and Technical Consulting Services
- 561612 - Protective Services

### **Information Technology**

- 541512 - Computer Systems Design Services
- 541519 - Computer Disaster Recovery

### **Professional, Scientific and Technical Services**

- 541360 - Geophysical Surveying & Mapping Services
- 541370 - Survey & Mapping (except Geophysical) Services

## **SD-2.1.1.1. Exceptions to NAICS Codes**

*Section Effective Date: 30-Mar-2018*

Except as set forth above, the list of NAICs set forth in the Primary Users and Extended Primary Users section is intended to be the current, comprehensive list of Primary User and Extended Primary User Public Safety Entities that are eligible for the AT&T FirstNet Solution. Entities that are not included in the list of Public Safety Entities set forth above,

but who have individual employees or departments that perform the same functions as the Authorized Users of Primary User Public Safety Entities, can request that a limited number of Primary User FirstNet Plans be made available to those employees or departments. Similarly, Extended Primary Users who have employees or departments who perform the same functions as the Authorized Users of a Primary User Public Safety Entity can request access to a limited number of Primary User FirstNet Plans. AT&T will consider all such requests on a case-by-case basis and all decisions it makes shall be final, subject only to the review of the FirstNet Authority. If granted, the extension of Primary User FirstNet Plans to individual employees or departments of an entity shall not be construed as meaning that the entity is a Primary User Public Safety Entity and/or an Extended Primary User Public Safety Entity for all purposes.

### **SD-2.1.2. Contracting for the AT&T FirstNet Solution**

*Section Effective Date: 30-Mar-2018*

Public Safety Entities can obtain access to the AT&T FirstNet Solution by contracting directly with AT&T. The following are some (but not all) of the types of contracts that can be used to purchase the AT&T FirstNet Solution: a new or existing AT&T Corporate Digital Advantage ("ACDA") agreement; an AT&T Master Agreement with an ACDA Pricing Schedule; an AT&T Mobile Business ("AMB") agreement; NPPGov agreements; a Participating Addendum under the National Association of State Procurement Officials (NASPO) agreement; agreements with the Federal government and any customized agreement that can, or can be amended to, incorporate the terms for the AT&T FirstNet Solution.

The method of modifying any existing agreement to incorporate the terms of the AT&T FirstNet Solution will be determined by the terms of the agreement, e.g., through a formal amendment; through the use of an Attachment to a Program Website, etc.

### **SD-2.2. Authorized Users; Agency Paid Users; Subscriber Paid Users**

*Section Effective Date: 30-Mar-2018*

Public Safety Entities shall be responsible for vetting and approving the use of the FirstNet Solution by individuals. Vetted and approved individuals who have access to, and use of, a FirstNet Plan are referred to as Authorized Users. Authorized Users are either Agency Paid Users or Subscriber Paid Users. Agency Paid Users are individual employees and contractors of a Public Safety Entity (both Primary User and Extended Primary User Public Safety Entities) who are granted access to the AT&T FirstNet Solution through a FirstNet plan for which the

Public Safety Entity is financially responsible under the Public Safety Entity's contract with AT&T. The Public Safety Entity is responsible for designating a contact who will confirm that the Agency Paid Users, whether individual employees or contractors, are verified and approved to use the FirstNet Solution. The Public Safety Entity, and not its individual Agency Paid Users, will be responsible for the monthly service charges under their FirstNet plans for Agency Paid Users.

Subscriber Paid Users are individuals who are either (a) employees of a Primary User Public Safety Entity, or (b) authorized, active auxiliary personnel affiliated with a Primary User Public Safety Entity who provide services or perform functions on an occasional, volunteer basis, that support the Public Safety Entity in the areas of law enforcement, fire protection, or emergency medical services. All Subscriber Paid Users must be verified and approved by a Primary User Public Safety Entity, which is responsible for designating a contact who will use the FirstNet Local Control portal to: (a) provide AT&T with the name and email address of, together with the correct Foundation Account Number and other eligibility information for, each eligible individual to enable AT&T to initiate the process such individual will use to become a Subscriber Paid User and obtain a qualified FirstNet Plan (each, a "Subscriber Paid User Plan"); and (b) perform audits of existing Subscriber Paid Users as requested by AT&T on a regular, but not less than once per year, basis to remove any individuals who are no longer eligible to participate in the AT&T FirstNet Solution as a Subscriber Paid User. AT&T reserves the right to limit a Primary User Public Safety Entity's ability to verify and approve new Subscriber Paid Users until such audit is completed. Once verified and approved, Subscriber Paid Users must establish a contractual relationship directly with AT&T using an AT&T Wireless Customer Agreement ("WCA") under which they may purchase an AT&T FirstNet Solution Subscriber Paid User Plan. Subscriber Paid Users are financially responsible for payment of services provided under the WCA and the terms of the Subscriber Paid User Plans. See the Subscriber Paid Plans section of this Service Guide for available Subscriber Paid User Plans.

### **SD-3. FirstNet Plans, Features and Equipment**

#### **SD-3.1. FirstNet Plans**

*Section Effective Date: 30-Mar-2018*

The AT&T FirstNet Solution features a variety of voice, text and data FirstNet Plans at various price points that are available exclusively to Public Safety Entities and their Authorized Users. In addition, there are machine-to-machine (telemetry), standalone Enhanced Push-To-Talk, and IoT FirstNet Plans available for Agency Paid Users. FirstNet Plans are designed either for use by the Authorized Users of Primary Users or Extended Primary Users. See the FirstNet Plans section of this Service Guide for information regarding the FirstNet Plans for Agency Paid Users and Subscriber Paid Users.

#### **SD-3.2. AT&T FirstNet Solution: Included and Optional Features and Services**

*Section Effective Date: 30-Mar-2018*

The AT&T FirstNet Solution features include many features that are included in the FirstNet Plans or made available to Public Safety Entities at no additional cost. The AT&T FirstNet Solution also features optional AT&T services that Customers and, in certain cases, Subscriber Paid Users, can purchase as part of the AT&T FirstNet Solution or separately. If a Customer has purchased any of the optional services pursuant to an agreement that is not part of the

Customer's AT&T FirstNet Solution agreement, the Customer will have the choice to continue to purchase the optional services under the separate agreement or incorporate the optional services into Customer's FirstNet Solution agreement.

The following table specifies Included and Optional features available for each FirstNet user category. Some features require specific equipment as specified in the feature's description.

<b>AT&amp;T FirstNet Solution Included and Optional Features and Services</b>			
<b>Feature</b>	<b>Primary Users</b>	<b>Extended Primary Users</b>	<b>Subscriber Paid Users</b>
First Priority™ (not available to Authorized Users using an AT&T commercial core SIM)	Included	Optional	Included
AT&T Dynamic Traffic Management - Public Safety (only available to Authorized Users using an AT&T commercial core SIM)	Included	Optional	Included
FirstNet Local Control Portal	Included	Included	Included
First Priority™ Incident Management	Included (use optional)	Optional (only for use by Primary User Public Safety Entity)	Optional (only for use by Subscriber Paid User's verifying Primary User Public Safety Entity)
FirstNet Federated Identity Credential and Access Management (ICAM)	Included (use optional)	Included (use optional)	Optional (only for use by Subscriber Paid User's verifying Primary User Public Safety Entity)
Enterprise Mobility Management Solutions	Optional	Optional	Not Available
AT&T Enhanced Push-to-Talk	Optional	Optional	Optional
Field Services	Optional	Optional	Not Available
AT&T Mobile Forms	Optional	Optional	Not Available
AT&T Business Messaging	Optional	Optional	Not Available
AT&T Global Smart Messaging Suite	Optional	Optional	Not Available
AT&T Landline Texting	Optional	Optional	Not Available
Private Mobile Connection	Optional	Optional	Not Available

<b>AT&amp;T FirstNet Solution Included and Optional Features and Services</b>			
<b>Feature</b>	<b>Primary Users</b>	<b>Extended Primary Users</b>	<b>Subscriber Paid Users</b>
AT&T Internet of Things Wireless Communications Service for FirstNet	Optional	Optional	Not Available
Box from AT&T	Optional	Optional	Not Available
Satellite Solutions	Optional	Optional	Not Available

### **SD-3.2.1. AT&T FirstNet Solution Included Services**

#### **SD-3.2.1.1. First Priority™: Priority and Preemption**

*Section Effective Date: 30-Mar-2018*

First Priority provides Public Safety Entities and their Authorized Users using a wireless device that is compatible with the FirstNet Evolved Packet Core four primary features: (a) an enhanced network experience through the use of Quality of Service technology for approved business application traffic over the NPSBN; (b) priority access to available resources on the NPSBN; (c) for Primary Users' Authorized Users, preemption capability; and (d) for Primary User Public Safety Entities, First Priority Incident Management, a network capability that allows authorized Primary Users' designated Incident Managers to temporarily increase Authorized Users' relative priority levels and extend the preemption capability to more Authorized Users through the use of the FirstNet Incident Management portal. In addition, Primary User Public Safety Entities have the ability to assign one of three levels of prioritization to each of their Authorized Users using First Priority's capabilities.

The terms and conditions can be found in the [First Priority™ Service Guide](#) .

Public Safety Entities using FirstNet Plans on the AT&T commercial core have access to priority and preemption services using AT&T Dynamic Traffic Management - Public Safety, the terms and conditions for which can be found in the [AT&T Dynamic Traffic Management - Public Safety Service Guide](#) and FirstNet Plans.

#### **SD-3.2.1.2. FirstNet Local Control**

*Section Effective Date: 30-Mar-2018*

FirstNet Public Safety Entities have exclusive access to FirstNet Local Control, a portal that allows Customers to manage their Authorized Users, services and billing. Among other things, FirstNet Local Control gives Public Safety Entities' authorized administrators the ability to:

- add, edit, and remove Authorized Users;
- add, edit, and remove FirstNet Plans;

- shop, purchase and assign devices for Authorized Users;
- manage additional services, including Enhanced Push-to-Talk;
- pay bills;
- verify individuals eligible to purchase Subscriber Paid User plans;
- access other AT&T curated sites, such as Premier and the FirstNet App Catalog;
- limit the access and ability of Authorized Users to make changes to their plans or optional features and services; and
- view wireless reports, including device inventories, upgrade eligibility, rate plan summaries, performance reports and billing information.

FirstNet Local Control also gives Public Safety Entities near-real-time insight into the FirstNet network and local environmental conditions, including network status and alerts, weather and traffic conditions.

Public Safety Entities in American Samoa, Guam and the Northern Mariana Islands may not have access to all capabilities of FirstNet Local Control.

### **SD-3.2.1.3. First Priority™ Incident Management**

*Section Effective Date: 30-Mar-2018*

First Priority™ Incident Management provides Primary User Public Safety Entities' designated and authorized communications managers ("Incident Managers") the ability to modify the relative priority and preemption capabilities of the Authorized Users of both Primary User and Extended Primary User Public Safety Entities equipped with First Priority™ through the use of the First Priority™ Incident Management portal. Authorized Incident Managers may access First Priority™ Incident Management portal through FirstNet Local Control.

Using First Priority™ Incident Management, Incident Managers can identify and declare "Incidents" through the portal. Incident Managers can identify relevant cellular telephone numbers (CTNs) of Authorized Users needed to respond to Incidents. Incident Managers have the ability to input CTNs individually or imported as a CSV file. Once inputted, Incident Managers can store various CTNs as a group, particularly useful when the same group of Authorized Users respond to Incidents on a regular basis.

Incident Managers can initiate a raise (i.e. "uplift") to the relative priority and preemption capabilities on the lines associated with the CTN. The Incident Managers' uplift requests are sent to the FirstNet Evolved Packet Core, which sends back a result so that the Incident Manager can monitor the response from the network.

Uplifts may be performed for a minimum duration of 1 hour and a maximum of 24 hours. Uplift only affects an Authorized User's experience in times of congestion; if the network is not congested, an uplift will be established, but there will be no discernible difference in the network experience. In order to be uplifted, a line must be provisioned with First Priority.

#### **SD-3.2.1.4. FirstNet Federated Identity Credential and Access Management (ICAM)**

*Section Effective Date: 30-Mar-2018*

The FirstNet Federated ICAM is a front end application through which FirstNet Public Safety Entities can create and manage digital identities and credentials for logging into FirstNet Local Control. With the FirstNet Federated ICAM, Customers' Authorized Users and other authorized personnel can log on to FirstNet Local Control directly using Customer-supplied credentials

through a single sign on process. Customers using the FirstNet Federated ICAM are subject to the following terms:

- Customer must complete the AT&T FirstNet Partner Federation Form that is provided by its AT&T Account Representative.
- Customer must establish a unique username and authenticator (password or similar authenticator) for accessing and using FirstNet Local Control. Customer may modify its username and authenticator at its discretion. Customer is responsible for maintaining the confidentiality of its authenticator, and Customer accepts responsibility for all activity that occurs through FirstNet Local Control in connection with that authenticator. AT&T has the right to rely on the authority of anyone accessing Customer's account, through FirstNet Local Control or otherwise using Customer's authenticator.
- Customer must create and maintain a hyperlink from its intranet to FirstNet Local Control. AT&T reserves the right to approve the hyperlink, and, at AT&T's request, Customer will provide an actual representation of the hyperlink including, without limitation, any text, icons, graphics and design for review. Customer's Authorized Users and other authorized personnel may only access FirstNet Local Control through the hyperlink, and may access only such information that is authorized. Customer must take reasonable care to ensure that its Authorized Users and other authorized personnel comply with the requirements governing use of the FirstNet ICAM that are provided to the Customer during the onboarding process.
- Customer's right to use the FirstNet Federated ICAM is subject to AT&T's right to revoke access to the ICAM at any time in its sole and absolute discretion.

Use of FirstNet ICAM is optional. By choosing to use FirstNet ICAM, Customer acknowledges and agrees that, while the law generally prohibits the unauthorized interception of and/or access to electronic communications, privacy cannot be guaranteed, and Customer agrees to hold AT&T harmless in the event of any unauthorized interception.

#### **SD-3.2.2. AT&T FirstNet Optional Services**

##### **SD-3.2.2.1. Enterprise Mobile Management Solutions**

###### **SD-3.2.2.1.1. AirWatch Hosted MDM from AT&T**

*Section Effective Date: 22-Sep-2017*

AirWatch Hosted MDM from AT&T is a mobile device management solution that enables broad scale deployment of mobile devices with quick enrollment and easy configuration. Updates are provided over-the-air, and IT administrators can enforce policies, set restrictions, and help to secure devices while in use and if stolen. AirWatch Hosted MDM from AT&T supports Android, iOS, BlackBerry, Apple Mac OS, and Windows operating systems from a single console. Customers can manage many functions of MDM and other supported solutions from a single administrative portal using the same user name and password.

The terms and conditions can be found in the [AirWatch Hosted MDM from AT&T Service Guide](#).

#### **SD-3.2.2.1.2. AirWatch On-Premises MDM from AT&T**

*Section Effective Date: 22-Sep-2017*

AirWatch On-Premises MDM from AT&T is a Customer premises deployed mobile enterprise management software application solution for compatible smartphones, tablets, laptops, and rugged devices. AirWatch On-Premises MDM from AT&T can be used to provide mobile device, mobile content and mobile application management capabilities depending on the suite selected.

The terms and conditions can be found in the [AirWatch On-Premises MDM from AT&T Service Guide](#).

#### **SD-3.2.2.1.3. IBM MaaS360**

*Section Effective Date: 22-Sep-2017*

IBM MaaS360, formerly called IBM MobileFirst Protect, is a cloud-based, comprehensive Enterprise Mobility Management (“EMM”) solution for enterprise device management. It provides:

- Multi-platform support to manage and help secure all enterprise computing platforms from smartphones and tablets, including employee-owned devices
- A single console that allows Customers to manage device enrollment, security policies, monitoring, application and document distribution and help desk support
- Integration with Microsoft Exchange, Office 365, AD/LDAP, Lotus Traveler, and Certificate Authorities for advanced authentication
- The ability for Customers to implement robust policies for Bring Your Own Device (“BYOD”) security and privacy
- An easy to use interface that displays enterprise information on users, devices, and applications.

The terms and conditions can be found in the [IBM MaaS360 Service Guide](#).

#### **SD-3.2.2.1.4. MobileIron Core**

*Section Effective Date: 26-Jan-2018*

MobileIron Core combines data-driven smartphone management with real-time wireless cost control. MobileIron Core is a solution designed to offer Customers of any wireless

service provider flexibility in applying security policies and procedures to the increasing number of mobile devices employed by Agency Paid Users in the enterprise. MobileIron Core will support Customers of any wireless service provider, using popular brands of operating systems or devices. MobileIron Core also allows for the management of mobile applications and can deliver and set policies for Customer applications as well as applications available through stores and markets.

The terms and conditions can be found in the [MobileIron Core Service Guide](#).

#### **SD-3.2.2.1.5. MobileIron Cloud**

*Section Effective Date: 26-Jan-2018*

MobileIron Cloud is a cloud-based multi-OS mobile device management solution that permits Customers to manage data-driven smartphones and other devices from a fully hosted platform. It provides visibility and control for mobile devices operating on the most popular operating systems.

The terms and conditions can be found in the [MobileIron Cloud Service Guide](#).

#### **SD-3.2.2.1.6. NetMotion Software**

*Section Effective Date: 07-May-2018*

NetMotion Software (formerly known as NetMotion Wireless from AT&T) consists of three carrier agnostic software applications: NetMotion Mobility™ ("Mobility"), NetMotion Diagnostics™ ("Diagnostics"), and NetMotion Mobile IQ ("Mobile IQ") that provide an intelligent mobile Virtual Private Network ("VPN") capability providing highly secure connectivity and management of mobile deployments. Mobility is a client/server software-only VPN for Windows, iOS, MAC and Android devices. Diagnostics is a connectivity troubleshooting solution that gives IT administrators near real-time alerts, visibility and tools to diagnose connectivity-related problems, whether on a mobile device, a GPS unit, enterprise servers or across any of the networks being used. Mobile IQ transforms mobile data into actionable insights in customizable dashboards.

The terms and conditions can be found in the [NetMotion Software Service Guide](#).

#### **SD-3.2.2.1.7. AT&T Message Archiving**

*Section Effective Date: 22-Sep-2017*

AT&T Message Archiving enables Customers to store short message service ("SMS") text messages and/or multimedia messaging service ("MMS") messages ("Messages") sent from or received by text enabled devices subscribed by Customer on the AT&T Mobility network. The terms and conditions can be found in the [AT&T Message Archiving Service Guide](#).

#### **SD-3.2.2.2. AT&T Enhanced Push-to-Talk**

*Section Effective Date: 30-Mar-2018*

AT&T Enhanced Push-to-Talk ("EPTT") provides Authorized Users an instant voice communication, allowing them to efficiently communicate with individuals or large

groups of people at the push of a button. AT&T EPTT is particularly well suited for Authorized Users in leadership roles, as well as others doing time sensitive work, where instant or group oriented communication is essential to an effective response to a critical situation. As the capabilities, capacity and coverage of the NPSBN increases, AT&T EPTT will continue to enhance and optimize Authorized Users' group communications services. AT&T EPTT provides exceptional reliability, fast call performance, and crisp voice quality, and can be integrated with two-way radio systems at the network level.

See Sales Information in Pricing Section for standalone and feature FirstNet EPTT Plans for all Authorized Users. EPTT service is subject to the [AT&T Enhanced Push-to-Talk Service Guide](#).

### **SD-3.2.2.3. Field Services**

*Section Effective Date: 30-Jun-2017*

Field Service includes the following optional services.

#### **SD-3.2.2.3.1. AT&T Workforce Manager**

*Section Effective Date: 26-Jan-2018*

AT&T Workforce Manager automates workflow and track workers on a detailed map, uses mobile devices to clock in and out, captures signatures, payments and photos from the field. It can extend the reach of Customers' backend systems to include dynamic work order sequencing and mobile invoicing.

The terms and conditions can be found in the [AT&T Workforce Manager Service Guide](#).

#### **SD-3.2.2.3.2. AT&T Fleet and Asset Management**

*Section Effective Date: 30-Jun-2017*

AT&T's Fleet and Asset Management portfolio of services provides Customers a variety of intelligent capabilities for the efficient deployment and tracking of resources. The portfolio includes intelligent dispatching that uses GPS enabled location-based services to let Customers deploy the closest vehicle for a job and optimize routes, saving time, labor and fuel. The portfolio includes services that collect real-time information from vehicles and assets to avoid compliance issues, track equipment in the field and enhance Customers' ability to perform their duties.

##### **SD-3.2.2.3.2.1. AT&T Fleet Complete® – Asset Tracker**

*Section Effective Date: 22-Sep-2017*

Asset Tracker is an asset tag with up to a 5-year battery life, built-in GPRS modem and integrated GPS that is designed to withstand extreme outdoor environments and provide reliable asset tracking. The AT-1000 is a self-contained GPRS modem with integrated GPS, cellular and PCS antennas, motion detector, optional accelerometer and internal rechargeable battery. Using a 32-bit microprocessor and a power management algorithm, the AT-1000 consumes less than 20 uA in sleep mode while remaining capable of periodic reporting of health, status and location of remote access. The 10,000 mAh battery can supply power for up to 5 years before it requires

replacement, and Asset Tracker's construction is based on the IEC 68-2-27 environmental standard.

The terms and conditions can be found in the [AT&T Fleet Complete® - Asset Tracker Service Guide](#).

#### **SD-3.2.2.3.2.2. AT&T Fleet Complete® – Fleet Tracker**

*Section Effective Date: 22-Sep-2017*

AT&T Fleet Complete® - Fleet Tracker enables Customers to create geo-fences around business or depot locations and track when vehicles enter or exit; create flexible reports that record Stop, Speeding, Mileage and Maintenance information; and automate driver logs and manifests. Built-in alerts can be used to track speeding, idling, harsh braking, rapid acceleration, use of the Panic/Emergency button, ignition on/off, engine time, idle time, and personal time off. Fleet Complete Fleet Tracker from AT&T can be integrated with optional Garmin Personal Navigation Devices, enabling GPS navigation and turn-by-turn directions. Optional temperature monitoring and driver identification functions can be provided, and an optional back-up battery and back-up satellite modem are also available at an additional charge.

The terms and conditions can be found in the [AT&T Fleet Complete® - Fleet Tracker Service Guide](#).

#### **SD-3.2.2.3.2.3. AT&T Fleet Complete® – Dispatch**

*Section Effective Date: 26-Jan-2018*

AT&T Fleet Complete - Dispatch enables Customers to track and dispatch fleet vehicles using real-time GPS location tracking and to create geo-fences around specific locations and track when vehicles enter or exit. The Solution enables package pick-up and delivery verification with barcode scanning and signature capture. Its two-way communication capability permits Agency Paid Users to accept and update the status of tasks, access job details and complete electronic clock in/out timesheets using a handheld device. Managers can monitor job status, workflow and job detail information, both in real-time and historically, and they can create workflow criteria to manage different jobs based on customized business rules. In addition, they can generate custom wireless work-order forms and view and analyze completed job processes from beginning to end. The alert function enables Customers to customize alerts that notify them of critical conditions that need attention. The Solution works on compatible iOS and Android 3.2 or higher handsets.

The terms and conditions can be found in the [AT&T Fleet Complete® - Dispatch Service Guide](#).

#### **SD-3.2.2.3.3. AT&T Fleet Manager**

*Section Effective Date: 14-Nov-2017*

AT&T Fleet Manager is a powerful web-based location and telematics solution that provides fleet managers with near real-time and historical GPS-based information for efficient fleet management, including vehicle and driver performance, comprehensive

mapping capabilities and an in-depth suite of configurable reports. It requires use with voice and data wireless communications services that are offered separately.

The terms and conditions can be found in the [AT&T Fleet Manager Service Guide](#).

#### **SD-3.2.2.4. AT&T Mobile Forms**

*Section Effective Date: 22-Sep-2017*

AT&T Mobile Forms is a Business Workflow solution for compatible smartphones and tablets, to securely dispatch office data to and collect forms data from the field, as well as connect to back office systems and route data to and or through Cloud storage services, helping improve productivity, reduce costs and eliminate paper forms.

The terms and conditions can be found in the [AT&T Mobile Forms Service Guide](#).

#### **SD-3.2.2.5. AT&T Business Messaging**

*Section Effective Date: 30-Mar-2018*

AT&T Business Messaging is a highly secure group notification and messaging solution that works seamlessly with most business notification applications for enhanced wireless notification and response.

The terms and conditions can be found in the [AT&T Business Messaging Service Guide](#).

#### **SD-3.2.2.6. AT&T Global Smart Messaging Suite**

*Section Effective Date: 30-Jun-2017*

AT&T Global Smart Messaging Suite is a comprehensive, cloud-based, software-as-a-service messaging solution that features a platform and a highly secure mobile messaging app which allows Customers to communicate with employees and external audiences in several ways, depending upon the needs of the Customer and the nature of the message. AT&T Global Smart Messaging Suite facilitates messaging via SMS, MMS, IP messaging, voice messaging, e-mail, and other business applications commonly used for employee and customer notifications. Support for GSMS will be provided by a separate AT&T helpdesk, not the FirstNet helpdesk. GSMS service will be invoiced on a separate AT&T invoice, not a FirstNet branded invoice.

#### **SD-3.2.2.7. AT&T Landline Texting**

*Section Effective Date: 22-Sep-2017*

AT&T Landline Texting enables Customers to receive, send and backup short message service ("SMS") text messages and/or multimedia messaging service ("MMS") messages ("Messages") that are addressed to an enabled landline or toll free telephone number ("Registered Number") and to create, store and backup contacts.

The terms and conditions can be found in the [AT&T Landline Texting Service Guide](#).

### **SD-3.2.2.8. AT&T Private Mobile Connection**

*Section Effective Date: 22-Sep-2017*

AT&T Private Mobile Connection is a mobile connectivity solution that provides security-enhanced back-end connections between a WAN solution and the AT&T Mobility network. AT&T Private Mobile Connection extends Customers' WAN infrastructure to mobile endpoints via standards-based connectivity between the enterprise and cellular networks.

AT&T Private Mobile Connection allows Customers to extend their WAN via network connectivity options (tunneling) that is compatible with Customers' existing infrastructure. Customers can choose to establish tunnels via AT&T MPLS, Internet Protocol security (IPSec), and Generic Routing Encapsulation (GRE).

AT&T Private Mobile Connection provides standards-based security enhancements that can be customized. For example, Customers can configure Custom Access Point Names (APNs), enabling them to manage security for private IP, firewall, and access control.

The terms and conditions can be found in the [AT&T Private Mobile Connection Service Guide](#).

### **SD-3.2.2.9. AT&T Internet of Things Wireless Communications Service for FirstNet**

*Section Effective Date: 30-Mar-2018*

Control Center for FirstNet, powered by Cisco Jasper, is a cloud-based platform which makes it easy for Public Safety Entities to deploy, manage, monitor and scale their connected devices and Internet of Things solutions. Through the use of Control Center for FirstNet, Public Safety Entities can manage and monitor the connectivity of IoT devices enabled with FirstNet Capable Service Identification Modules ("SIMs") over the NPSBN in near real-time. This platform combines the management of IoT devices and solutions with First Priority™ to provide data prioritization, priority access and preemption.

The terms and conditions can be found in the [AT&T Internet of Things Wireless Communications Service for FirstNet Service Guide](#).

### **SD-3.2.2.10. Box from AT&T**

*Section Effective Date: 30-Mar-2018*

Box from AT&T enables a Customer, its Agency Paid Users and external collaborators, including Subscriber Paid Users, to store and share content in a highly secure cloud workspace that can be accessed via smartphones, tablets, laptop and desktop computers with an internet connection and regardless of the user's wireless carrier.

The terms and conditions for Box from AT&T, which is a Supplemental Service, can be found in the [Box from AT&T Service Guide](#).

### **SD-3.3. FirstNet Equipment**

Public Safety Entities and their Authorized Users can choose from a broad portfolio of commercially available devices and accessories to meet the demands of administrative personnel and front line first responders. The portfolio includes choices from premium smartphones, rugged smartphones and feature phones, tablets, laptops, wearables, trunk mounted modems/routers, and accessories (remote speaker mics, cases, covers, headsets, etc.). Customers will be able to choose devices that are on the Android, iOS, or Windows operating systems. FirstNet equipment is certified by AT&T.

Available FirstNet equipment includes FirstNet Capable and FirstNet Ready devices.

"FirstNet Capable" refers to a device that, either out-of-the-box or with an original equipment manufacturer's update: (a) utilizes a FirstNet SIM; (b) auto-provisions the proper IMS services after SIM installation; (c) supports High Priority Access (HPA); and (d) appears on the National Institute of Standards and Technology (NIST) List. A FirstNet Capable device may need to be unlocked prior to use with FirstNet.

"FirstNet Ready" refers to a device that, out-of-the-box: (a) utilizes a FirstNet SIM; (b) auto-provisions the proper IMS services after SIM installation; (c) supports HPA, all AT&T commercial LTE Bands and Band 14; (d) meets band priority selection technical requirements; and (e) and appears on the NIST List.

#### **SD-4. FirstNet Apps – App Catalog**

Section Effective Date: 30-Mar-2018

FirstNet subscribers have exclusive access to a dedicated app solution store, the App Catalog. Every app in the App Catalog is reviewed under standards developed by the FirstNet Authority for:

- relevancy – the app is relevant to the public safety community, with specific focus on function and operation.
- highly secure – the app adheres to security mechanisms and practices; it protects subscribers from data intrusions, leakage and malicious attacks.
- data privacy – the app protects first responders from data privacy intrusions and accidental leakage.

Some apps in the App Catalog have the designation of FirstNet Certified™, which means they have been reviewed and approved against the following additional criteria:

- availability – the app is available for first responders responding to public safety events, incidents and calls for service at any time.
- resiliency – the app has a mechanism that prevents the loss of information and accommodates continuity of operations for first responders responding to public safety events at any time.
- scalability – the app can scale to usage demands during public safety events, incidents and calls for service across all first responders across the nation.

The App Catalog can be accessed through the Local Control Portal.

AT&T is also committed to developing and maintaining a robust ecosystem of public safety- oriented apps and solutions through the FirstNet App Developer Program and the FirstNet Apps & Solutions online marketplace.

## **SD-5. Satellite Solutions**

*Section Effective Date: 30-Mar-2018*

The Satellite Solutions provide Customer's Agency Paid Users access to satellite networks. The Satellite Solutions are intended to provide Public Safety Entities access to voice and data connectivity beyond the planned terrestrial permanent footprint for the NPSBN when the terrestrial network is unavailable. The Voice and Data Satellite Solutions feature: (a) a selection of appropriate satellite-communication enabled equipment; and (b) Satellite Service under various Prepaid Rate Plans for each piece of equipment denominated in "minutes" or "units." All Voice and Data Satellite Solutions require the purchase of designated equipment from AT&T and a card with a compatible Prepaid Rate Plan.

The Satellite Solutions offers include Vehicular Network Systems ("VNS"), which combine the 4G LTE connectivity offered under FirstNet Mobile - Pooled Plans with Satellite Service when and where needed. VNS Satellite Solutions require the use of a customer-provided in-vehicle router (IVR). Customers can configure their IVR for intelligent management, which allows the routing of voice and data traffic through the least expensive and more reliable connectivity (LTE or Satellite Service) depending upon location and circumstances.

Inmarsat Commercial Services, Inc. ("IC") and its subcontractors are providing the Satellite Solutions to AT&T for resale. IC and its suppliers are responsible for equipment kitting and configuration; satellite service set-up, delivery and provisioning; voice and data satellite communications ("Satellite Service"); certain aspects of customer care; and other service- related functions. AT&T, as the party contracting with Customer, is responsible for receiving and placing Customer orders, billing, and account issues.

The terms and conditions can be found in the [Satellite Solutions Service Guide](#).

## **SD-6. Invoicing**

*Section Effective Date: 08-Aug-2017*

Public Safety Entities will be invoiced pursuant to the terms of their agreement with AT&T. Subscriber Paid Users will be invoiced pursuant to the terms of the WCA.

## **SD-7. FirstNet Network Security**

*Section Effective Date: 30-Mar-2018*

The FirstNet Security Operations Center helps to maintain the safety, security, and resiliency of the NPSBN by monitoring dedicated network elements against security threats. The FirstNet Security Operations Center serves as an advanced nerve center (central command and control) for identifying and directing the resolution of security issues that impact the NPSBN. The FirstNet Security Operations Center works closely with the AT&T Global Network Operations Center, where they share visibility into the

network using best-in-class tools, processes and procedures. This collaboration fosters proactive operational and situational awareness to help protect the network, addressing the needs for security intelligence and the rapid resolution of impending or newly discovered threats. The FirstNet Security Operations Center:

- Maintains active monitoring of the NPSBN to help protect against security threats.
- Works closely with Public Safety Entities and federal agencies for situational awareness.
- Monitors the network using a sophisticated defense- in- depth architecture.
- Utilizes historic records to monitor for patterns using complex data mining technology.
- Draws on the expertise of best- in- class security experts.

#### **SD-8. AT&T FirstNet Customer Support**

*Section Effective Date: 30-Jun-2017*

AT&T will provide a dedicated AT&T FirstNet life cycle management team.

AT&T will provide help desk support 24X7, 365 days per year for Public Safety Entities and their Authorized Users.

#### **SD-9. Privacy**

*Section Effective Date: 30-Mar-2018*

When providing FirstNet services, AT&T adheres to the Privacy Policy located at <https://www.firstnet.com/privacy-policy>. The Privacy Policy has been reviewed and approved for use by the FirstNet Authority.

### **Pricing (P)**

#### **P-1. Pricing**

*Section Effective Date: 30-Jun-2017*

Prices for Plans, Optional Features, and Additional and Supplemental Services are provided in Sales Information unless provided in this section.

#### **P-2. FirstNet Plans**

##### **P-2.1. Agency Paid Primary User Plans and Agency Paid Extended Primary User Plans**

###### **P-2.1.1. Agency Paid Primary User Plans and Agency Paid Extended Primary User Plans for State and Local Government Public Safety Entities**

*Section Effective Date: 30-Mar-2018*

Agency Paid Primary User Plans and Agency Paid Extended Primary User Plans, which allow State and Local Government Public Safety Entities Public Safety Entities to

purchase voice, data and text plans for their Agency Paid Users, along with relevant terms and conditions, are available at <http://www.firstnet.com/firstnetgovprimary> and <http://www.firstnet.com/firstnetgovextended>.

Agency Paid Primary User and Agency Paid Extended Primary User Machine-to-Machine Plans, which allow State and Local Government Public Safety Entities to purchase telemetry plans for their Agency Paid Users, along with relevant terms and conditions, are available at <http://www.firstnet.com/firstnetgovprimarym2m> and <http://www.firstnet.com/firstnetgovextendedm2m>.

### **P-2.1.2. Agency Paid Primary User Plans and Agency Paid Extended Primary User Plans for Volunteer and Other Non-Government Public Safety Entities**

*Section Effective Date: 30-Mar-2018*

Agency Paid Primary User Plans and Agency Paid Extended Primary User Plans, which allow Volunteer and other non-governmental Public Safety Entities to purchase voice, data and text plans for their Agency Paid Users, along with relevant terms and conditions, are available at <http://www.firstnet.com/firstnetprimary> and <http://www.firstnet.com/firstnetextended>.

Agency Paid Primary User Plans and Agency Paid Extended Primary User Plans, which allow Volunteer and other non-governmental Public Safety Entities to purchase Machine-to-Machine (Telemetry) plans for their Agency Paid Users, along with relevant terms and conditions, are available at <http://www.firstnet.com/firstnetprimarym2m> and <http://www.firstnet.com/firstnetextendedm2m>.

### **P-2.2. Subscriber Paid Plans**

*Section Effective Date: 30-Mar-2018*

Pricing for the FirstNet Mobile - Responder Plans and FirstNet Mobile - Responder Unlimited Plans, which allow Subscriber Paid Users to purchase voice, text and data services under the AT&T FirstNet Solution, along with relevant plan terms and conditions, are available at <http://www.firstnet.com/firstnetresponder>.

## **P-3. Optional Services**

### **P-3.1. First Priority™**

Pricing is included in the FirstNet Plans section above.

*Section Effective Date: 30-Mar-2018*

### **P-3.2. AirWatch Hosted MDM from AT&T**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AirWatch Hosted MDM from AT&T Service Guide](#).

### **P-3.3. AirWatch On-Premises MDM from AT&T**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AirWatch On-Premises MDM from AT&T Service Guide](#).

**P-3.4. IBM MaaS360**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [IBM MaaS360 Service Guide](#).

*Section Effective Date: 22-Sep-2017*

**P-3.5. MobileIron Core**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [MobileIron Core Service Guide](#).

**P-3.6. MobileIron Cloud**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [MobileIron Cloud Service Guide](#).

**P-3.7. NetMotion Software**

*Section Effective Date: 07-May-2018*

Pricing can be found in the [NetMotion Software Service Guide](#).

**P-3.8. AT&T Message Archiving**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AT&T Message Archiving Product Brief](#).

**P-3.9. AT&T Enhanced Push-to-Talk**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AT&T Enhanced Push-to-Talk Service Guide](#).

**P-3.10. AT&T Workforce Manager**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AT&T Workforce Manager Product Brief](#).

**P-3.11. AT&T Fleet Complete® – Asset Tracker**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AT&T Fleet Complete® - Asset Tracker Service Guide](#).

**P-3.12. AT&T Fleet Complete® – Fleet Tracker**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AT&T Fleet Complete® - Fleet Tracker Service Guide](#).

**P-3.13. AT&T Fleet Complete® – Dispatch**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AT&T Fleet Complete - Dispatch Service Guide](#).

**P-3.14. AT&T Mobile Forms**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AT&T Mobile Forms Service Guide](#).

**P-3.15. AT&T Business Messaging**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AT&T Business Messaging Service Guide](#).

**P-3.16. AT&T Global Smart Messaging Suite**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AT&T Global Smart Messaging Suite Service Guide](#).

**P-3.17. AT&T Landline Texting**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AT&T Landline Texting Service Guide](#).

**P-3.18. AT&T Private Mobile Connection**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [AT&T Private Mobile Connection Service Guide](#).

**P-3.19. AT&T Fleet Manager**

*Section Effective Date: 14-Nov-2017*

Pricing can be found in the [AT&T Fleet Manager Product Brief](#).

**P-3.20. AT&T Internet of Things Wireless Communications Service for FirstNet**

*Section Effective Date: 30-Mar-2018*

Pricing can be found in the [AT&T Internet of Things Wireless Communications for FirstNet Service Guide](#).

**P-3.21. Box from AT&T**

*Section Effective Date: 22-Sep-2017*

Pricing can be found in the [Box from AT&T Service Guide](#).

**P-3.22. Satellite Solutions**

*Section Effective Date: 30-Mar-2018*

Pricing can be found in the [Satellite Solutions Product Brief](#).

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End of Service Guide

**PROJECT NUMBER 45685  
AMENDMENT # 1 TO  
MASTER FIRSTNET SERVICE AND EQUIPMENT AGREEMENT  
BETWEEN  
AT&T MOBILITY NATIONAL ACCOUNTS, LLC  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI  
(ORIGINAL PROJECT NUMBER 44694)**

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Master FirstNet Service and Equipment Agreement executed on August 24, 2018 (hereinafter referred to as "Master Agreement"), between AT&T Mobility National Accounts, LLC, a Delaware corporation having its principal place of business at 1025 Lenox Park Boulevard NE, Room A325, Atlanta, Georgia 30319 (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively herein referred to as "State."

**WHEREAS**, the parties desire to add pricing to the Master Agreement for Rave, which is an additional service now available;

**NOW THEREFORE**, ITS and Contractor, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

1) **Rave Offer.** Provided ITS remains in full compliance with the terms and conditions of the Master Agreement, and subject to all corresponding restrictions set forth in this Section, Contractor will provide ITS and its eligible CRUs the Rave offer described in Exhibit A-1, which is attached and referenced herein. The Custom Offers are available for the term of the Agreement. In accordance with the Master Agreement, the Rave Offer is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this Section and the applicable Sales Information, this Section will control.

2) Article 24, "Notice" shall be and hereby is amended so as to strike "11 AT&T Way" and replace with "1 AT&T Way."

All other terms and conditions of the Agreement executed on August 24, 2018, shall remain unchanged and in full force and effect.

State of Mississippi, Department of Information Technology Services, on behalf of agencies and institutions of the State of Mississippi

AT&T Mobility National Accounts, LLC

By:   
Authorized Signature

By:   
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: MARK FLISTER

Title: Executive Director

Title: SR. CONTRACT MANAGER

Date: 3.9.2020

Date: 3/5/20

**EXHIBIT A-1**

**Rave Pricing**

Product Name	Product Code	Price
Rave Guardian (< 20,000 FTE ("Full Time Equivalent"))	RG-AE-1001-1	\$10.00
Rave Guardian Set-up	RG-SE-2000	\$2,000.00
Rave Guardian (< 20,000 FTE)	RG-A-1001-1	\$6,000.00
Rave Guardian (> 20,000 FTE)	RG-A-1001-2	\$10,000.00
Rave Guardian Set-up	RG-S-2000	\$2,000.00
Rave Panic Button Setup	RPB-S-2000	\$500.00
Rave Command View for Rave Panic Button	RCV-A-1001	\$6.00
Rave Panic Button	RPB-A-1000	\$40.00
Rave Panic Button	RPB-K12-1000	\$1,800
Rave Panic Button Setup	RPB-K12-2000	20% of RPB-K12-1000 annual fee
Rave Command View for K12 for Rave Panic Button	RCV-K12-1001	\$100
Rave Eye Witness	RE-A-1000	\$0.10
Rave Eye Witness Additional Keyword	RE-A-1000-KW	\$1,500.00
Rave Eye Witness Set-up	RE-S-2000	\$1,800.00
CAP inbound/outbound API for Rave Messenger	RACAP-A-1000	\$0.05
Development Sandbox License	RD-A-1000	\$2,500.00
Premium SMS Messaging for Rave Messenger	RAP-A-1000	\$0.05
Rave Messenger Basic	RA-A-1000-B	\$1.50
Rave Messenger Inbound 800 Service	RA-A-1002	\$1,400.00
Rave Messenger Social Media Integration	RASM-A-1000	\$0.05
Rave Inbound Toll-Free Number for Messaging / Minutes	RV-A-1003	\$0.14
Rave SMS to Opt-in	SMS-A-1000	\$2,500.00

Product Name	Product Code	Price
Rave Voice Add-on Module	RV-A-1000	\$1.25
CAP Inbound/Outbound API One-Time Setup	RACAP-S-1000	\$500.00
Rave Messenger for Public Safety One-Time Setup	R911SPRA-S-1000	\$2,000.00
Rave Messenger Set-up (Basic)	RA-S-2000	\$1,800.00
Rave Messenger Social Media Integration Setup	RASM-S-1000	\$500.00
Rave Inbound 800 Service Setup	RV-S-2001	\$1,000.00
Rave Voice Set-up	RV-S-2000	\$1,800.00
Alert Us Setup	RAU-S-2000	\$1,800.00
IPAWS	R911SPRA-S-1001	\$2,000.00
LDAP/CAS/SSO/Shibboleth Authentication Integration	RA-S-2003	\$1,000.00
Rave Messenger for Enterprise One-Time Setup	R911SPRAE-1001	\$1,800.00
Rave Messenger for Enterprise	R911SPRAE-1000	\$4.00
Rave Messenger for Enterprise Voice Add On	RV-AE-1000	\$2.00
Rave Messenger for Enterprise Voice Add On One Time Setup	RV-AE-1001	\$1,800.00
Rave SMS to Opt-in for Enterprise	SMS-PS-AE-1000	
Rave Messenger for Enterprise Loaded Landlines	R911SPRAE-1001	\$0.05
Premium SMS Messaging for Rave Messenger for Enterprise	R911SPRAP-AE-1000	\$0.05
Rave Messenger for Enterprise Social Media Integration	R911SPRASM-AE-1000	\$0.01
Rave SMS to Opt-in for Public Safety	SMS-PS-A-1000	\$0.05
CAP inbound/outbound API for Rave Messenger for Public Safety	R911SPRACAP-A-1000	\$0.02
Premium SMS Messaging for Rave Messenger for Public Safety	R911SPRAP-A-1000	\$0.02
Rave Messenger for Public Safety	R911SPRA-1000	\$0.20
Rave Messenger for Public Safety Loaded Landlines	R911SPRA-1001	\$0.25
Rave Messenger for Public Safety Procurement per 1,000 phone numbers	R911SPRA-1002	\$200.00
Rave Messenger for Public Safety Social Media Integration	R911SPRASM-A-1000	\$0.02
Rave Smart Loader Annual Integration	RA-AS-2001	\$1,800.00

Product Name	Product Code	Price
Daily Technical Consultant I	RPS-S-2000A	\$225.00
Daily Technical Consultant II	RPS-S-2000B	\$1,800.00
Daily Technical Consultant III	RPS-S-2000C	\$1,600.00
Daily Technical Consultant IV	RPS-S-2000D	\$1,400.00
Rave On-site Training	ROnsite-S-2004	\$2,400.00
Rave 911 (Smart911) Setup and Configuration per PSAP	R911-S-2000	\$10,000.00
Rave CAD (Computer-Aided Dispatch) Integration Setup	R911CAD-S-2000	\$3,600.00
Rave CAD Integration Maintenance	R911CAD-S-2001	\$200.00
Rapid SOS Service Data	R911RapidSOS-A-1000	\$0.00
Rave 911 (Smart911) Backup License	R911X-A-1000BU	\$1,000.00
Rave 911 (Smart911) First Responder View	R911FR-A-1000	\$100.00
Rave 911 (Smart911) Suite Basic	R911Basic-A-1000	\$4,000.00
Rave 911 (Smart911) Suite Standard	R911Standard-A-1000	\$6,400.00
Rave 911 (Smart911) Text Chat	R911Chat-A-1000	\$1,500.00
Rave Analytics	RAN-A-1000	\$0.01
Rave Command View for Rave911	RCV-A-1000	\$1,500.00
Rave 911 (Smart911) Call Notes	R911Notes-A-1000	\$7,500.00
Rave 911 (Smart911) Profile	R911Profile-A-1000	\$2,000.00
Rave 911 (Smart911) Location	R911Location-A-1000	\$1,000.00
Rave 911 (Smart911) Facilities	R911Facilities-A-1000	\$1,000.00
Rave Prepare One-Time Setup Fee	RP-S-2000	\$3,600.00
Rave Prepare Add-On to Rave Messenger	RPAddOn-A-1000	\$0.02
Rave Prepare Premium Support Add-on Annual Fee	RP-PremSupport-A-1000	\$0.02
Rave Prepare Stand Alone Annual License	RPStandAlone-A-1000	\$0.08

**PROJECT NUMBER 47781  
AMENDMENT # 2 TO  
MASTER FIRSTNET SERVICE AND EQUIPMENT AGREEMENT  
BETWEEN  
AT&T MOBILITY NATIONAL ACCOUNTS, LLC  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI  
(ORIGINAL PROJECT NUMBER 44694)**

This document (hereinafter referred to as "Amendment Number 2") shall serve to amend the original Master FirstNet Service and Equipment Agreement executed on August 24, 2018 (hereinafter referred to as "Master Agreement"), between AT&T Mobility National Accounts, LLC, a Delaware limited liability company having its principal offices at 1025 Lenox Park Boulevard NE, Room A325, Atlanta, Georgia 30319 (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively herein referred to as "State".

**WHEREAS**, the parties desire to modify the Master Agreement as set forth below;

**NOW THEREFORE**, ITS and Contractor, agree as follows:

- 1) Article 1.1 under "Term of Agreement" of the Master Agreement shall be and is hereby renewed for an additional term beginning July 1, 2023 and continuing through June 30, 2028.
- 2) Article 10.7 under "Warranties" shall be and hereby is deleted in its entirety and replaced with the following: "Licensor represents and warrants that, to the extent applicable, it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. §71-11-1, *et seq.* and any breach of Mississippi Employment Protection Act may subject Licensor to the consequences set forth under Miss. Code Ann. §71-11-3."
- 3) The second and third sentence of Article 24, "Notice" shall be and hereby are deleted and replaced with the following: "ITS' address for notice is: David C. Johnson, Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Contractor's address for notice is: Erik Lindborg, AVP Sales, 12150 Research Parkway, Orlando, Florida 32826."
- 4) Article 37, "Transparency" shall be and hereby is deleted in its entirety and replaced with the following: "In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, *et seq.*, of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of the Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.ms.gov>."
- 5) No Other Changes. The terms and conditions of the Master Agreement in all other respects remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each party has caused this Amendment Number 2 to be executed by its duly authorized representative.

**State of Mississippi, Department of Information Technology Services, on behalf of agencies and institutions of the state of Mississippi**

**AT&T Mobility National Accounts, LLC**

By: David C. Johnson  
David C. Johnson (Jun 22, 2023 13:19 CDT)  
\_\_\_\_\_  
**Authorized Signature**

By:   
\_\_\_\_\_  
**Authorized Signature**

**Printed Name: David C. Johnson**

**Printed Name: Linda J. Cottingham**

**Title: Executive Director**

**Title: Sr. Contract Manager**

**Date: Jun 22, 2023**

**Date: 06/22/2023**