

20260601-9151

AT&T MA Reference No. 161190UA



PCS ID: 20260602-125

MASTER AGREEMENT

Customer	AT&T
League of Oregon Cities 1201 Court Street NE Suite 200 Salem, OR 97301 USA	AT&T Enterprises, LLC 208 S. Akard Street Dallas, TX 75202
Customer Contact (for Notices)	AT&T Contact (for Notices)
Patricia M. Mulvihill Executive Director 1201 Court Street NE Suite 200 Salem, OR 97301	Michael Jaroszewicz Lead Market Development 208 S. Akard Street Dallas, TX 75202 With a copy (for Notices) to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com

This MASTER AGREEMENT (“Agreement”), by and between League of Oregon Cities, a public entity in the State of Oregon formed by an Intergovernmental Agreement pursuant to Oregon Revised Statutes Chapter 190 (Intergovernmental Cooperation) (“LOC” or “Customer”) and AT&T Enterprises, LLC, a New York Corporation on behalf of its service providing affiliates (“AT&T” or “Vendor”). LOC and AT&T are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

This Agreement is made and entered into as of the Effective Date (as defined by the date of the final signature on the signature page hereto) by and between LOC and AT&T; LOC, in association with National Purchasing Partners, LLC dba NPPGov (herein referred to as “NPPGov”) on behalf of NPP’s government members across the nation, including but not limited to governmental units incorporated by “ATTACHMENT H” of the Request for Proposal (RFP) #2550), Washington Institutions of Public Higher Education (“WIPHE”) members (identified in Attachment G to RFP #2550), government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by LOC, comprise a cooperative procurement group which administers contracts for products and services offered to participating entities located throughout North America;

LOC provides a broad portfolio of agreements capable of serving all types of organizations; and AT&T desires to provide products and services to LOC and agreed upon participating entities (defined below as “Participating Agencies”) pursuant to the terms of this Agreement and the documents referenced and incorporated herein (“Products and Services”).

League of Oregon Cities (by its authorized representative)	AT&T (by its authorized representative)
By:  <small>0B5CD2E162C44F4...</small>	By: eSigned - Veronica Danao
Name: Jayme Pierce	Name:
Title: General Counsel	Title: Contractor CS, as Signer for AT&T
Date: June 8, 2026 9:20 AM PDT	Date: 03 Jun 2026

sl0798

MASTER AGREEMENT

For and in consideration of the mutual covenants and conditions contained herein, LOC and AT&T agree as follows:

1. Scope

1.1 Relationship of the Parties. As the contracting agent for the Participating Agencies, LOC enters into this Agreement for the benefit of the Participating Agencies. The Participating Agencies may elect to contract with AT&T for the Services on a voluntary basis.

1.2 Term of the Agreement. This Agreement shall have an initial term of four (4) years beginning on the Effective Date (the "Initial Term"). The Initial Term may be renewed by agreement of the parties for one (1) additional one-year term (a "Renewal Term"). The Initial Term and the Renewal Term are referred to collectively herein as the "Term."

1.3 Participating Agencies. As used in this Agreement, and all documents referenced/incorporated herein, the term "Participating Agency" and collectively "Participating Agencies" shall mean governmental entities that are members of NPP (across the United States) including but not limited to governmental units incorporated by "ATTACHMENT H" of the RFP #2550), Washington Institutions of Public Higher Education ("WIPHE") members (identified in Attachment G to RFP #2550), and government units in all other states (as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by LOC and Participating Entities). The provisioning of Products and Services under this Agreement shall be available to eligible non-profit entities.

1.4 Purpose of this Agreement. The Parties acknowledge and agree that the purpose of this Agreement is to establish a cooperative purchasing agreement between LOC and AT&T.

1.5 Services. Consistent with Section 2 "Participation Agency Access to Services" below, Participating Agencies may purchase Services identified in (i) the Pricing Schedules as defined in Section 1.6 "Pricing Schedules" below, and/or (ii) the AT&T NPPGov Program Website as defined in Section 1.8 "Program Website" and/or a League of Oregon Cities State Specific Participation Agreement as defined in Section 2.2 "League of Oregon Cities State Specific Participation Agreements" below.

1.6 Pricing Schedules. The Pricing Schedules shall contain the pricing (including discounts and commitments, if applicable) and Pricing Schedule Term for each Service, the forms of which are attached as a sub-Exhibit of Exhibit A hereto (each, a "Pricing Schedule" and collectively, the "Pricing Schedules"). Each Pricing Schedule shall also include the terms and conditions of the obligation of AT&T to report Net Sales and pay Administrative Fees (as defined in the Pricing Schedule) as well as any relevant volume commitment or Minimum Annual Revenue Commitment (MARC) by LOC. LOC hereby approves the form of Pricing Schedule(s) attached as sub-Exhibit(s) of Exhibit A hereto, which form may not be revised without an amendment. A form of Participation Agreement (as defined below) will be Executed by each Participating Agency and will incorporate the Specific Pricing Schedule(s) selected by the Participating Agency

1.7 Amendment of the Pricing Schedules. The terms and conditions of the Pricing Schedule(s) only be amended by agreement between LOC and AT&T. Pricing Schedules may not be altered in any way by the Participating Agencies. However, a Pricing Schedule and Participation Agreement (as defined below) may be negotiated by such Participating Agency and AT&T.

1.8 AT&T NPPGov Program Website Services. The Services identified on the Program Website shall be made available to Participating Agencies subject as applicable to the terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information both of which may be modified by AT&T from time to time; provided, however, that all such Service shall also remain subject to the terms and conditions of the Agreement, including all Attachments and documents incorporated therein by reference. Services that fit within the scope of the RFP and resulting Master Price Agreement shall be added to the AT&T NPPGov Program Website upon the mutual agreement of the Parties and following written confirmation of such agreement. The written confirmation process shall be agreed upon by the Parties. The pricing for such Services shall be the generally available rates set forth on the AT&T NPPGov Program Website or the generally available rates set forth in AT&T's Sales Information.

1.9 Accessibility of Master Price Agreement. LOC shall ensure that this Master Price Agreement and all attachments are available at all times on the NPPGov public website located at www.nppgov.com or such other public website identified by NPPGov.

2. Participating Agency Access to Services

2.1 Participation Agreement and AT&T Master Terms. Participating Agencies who wish to purchase Services under this Agreement as set forth in the applicable Pricing Schedule and/or identified on the AT&T/NPPGov Program Website shall be required to execute a Participation Agreement in the form of which is attached hereto as Exhibit B ("Participation Agreement") which shall include the Participation Agreement Cover Page, and the Participation Agreement Standard Terms which shall incorporate (1) the specific pricing schedule(s) attached hereto as sub Exhibits to Exhibit A that are selected by the Participating Agency, and (ii) the AT&T Participating Agency Product and Service terms in the form of which is attached hereto as Exhibit C. LOC hereby approves the form of Participation Agreement attached hereto as Exhibit B and the form of AT&T/Participating Agency Product and Service Agreement attached hereto as Exhibit C, which forms may not be revised

MASTER AGREEMENT

without amendment; provided however, that AT&T and Participation Agency may in their sole discretion agree to revise the Participation Agreement as concerns the provision of Products and Services exclusively between AT&T and that Participating Agency. . In the event this Agreement is terminated prior to the end of the Initial term, the Participation Agreements shall remain in place between AT&T and the Participating Agencies for the full term defined in each Participation Agreement.

2.2 League of Oregon Cities State Specific Participation Agreement. LOC may enter into a State Specific Participation Agreement in the form of which is attached hereto, as Exhibit B-1, ("LOC State Specific Participation Agreement") which shall include the Participation Cover Page and the Participation Agreement Standard Terms which shall incorporate (i) the specific Pricing Schedule(s) attached hereto as sub-Exhibits to Exhibit A that are selected by LOC, (ii) the AT&T NPPGov Program Website Services, (iii) the specific Services listed in the State Specific Participation Agreement, (iv) the AT&T/Participating Agency Product and Service Agreement Terms in the form of which is attached hereto as Exhibit C. LOC hereby approves the form of League of Oregon Cities State Specific Participation Agreement attached hereto as Exhibit B-1. and the form of AT&T/Participating Agency Product and Service Agreement attached hereto as Exhibit C, which forms may not be revised without amendment. In the event this Agreement is terminated prior to the end of the initial term, the League of Oregon Cities State Specific Participation Agreements shall remain in place between AT&T and the LOC to the extent necessary to allow all Participating Agencies receiving Services under the State Specific Participation Agreement to continue receiving Services for the full original term of this Agreement.

(a) Services under a State Specific Participation Agreement will only be available to Participating Agencies physically located in the State.

(b) Each State Specific Participation Agreement shall be assigned an AT&T Contract Number.

(c) Participating Agencies within that State may thereafter contact AT&T to request Services pursuant to the terms of the State Specific Participation Agreement. The Participating Agency will be required (i) to provide the AT&T Contract Number for the State Specific Participation Agreement and (ii) be fully vetted consistent with AT&T's established process for the requested Services including confirmation that the Participating Agency is a member in good standing of the LOC and passes all relevant credit checks and payment history reviews.

(d) By requesting Service under a State Specific Participation Agreement, the Participating Agency is agreeing to be bound by the terms and conditions of this Agreement (including all Attachments and incorporated documents), including the obligation to pay AT&T for all Services, Equipment, and related products consistent with Articles 3 and 4 of the Intergovernmental Cooperative Purchasing Agreement between LOC and each Participating Agency which states in pertinent part: Article 3.a - "A procuring party is defined as any Participating Agency that desires to purchase from the Master Price Agreements" and Article 4 - "The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement".

(e) LOC represents and warrants that the language contained in Articles 3 and 4 of the Intergovernmental Cooperative Purchasing Agreement between LOC and all Participating Agencies will remain substantively unchanged during the term of this Agreement.

(f) The Participating Agency must order Service through (i) the AT&T Premier website utilizing approved customer log-in credentials, or (ii) by submitting an email or fax to AT&T with the correct authenticating information (accepted at AT&T's sole discretion). All such authenticated and approved purchase orders will result in AT&T placing the requested orders via the AT&T Phoenix ordering platform.

(g) By requesting Service under a State Specific Participation Agreement, the Participating Agency's fully vetted employees and volunteers may purchase Services consistent with AT&T's established process for the requested Services. Approval of any such Service requests are at AT&T's sole discretion."

3. Administrative Fees

3.1 Calculation. AT&T shall pay NPPGov an administrative fee ("Administrative Fees") equal to 1% of Net Sales of AT&T Mobility products and services less taxes and fees.

3.2 Payment. AT&T may elect to pay Administrative Fees via either hard copy check or Electronic Funds Transfer (EFT). In either case, the Administrative Fees shall be due no later than the sixtieth (60th) day after the end of each month. On or before that day, AT&T shall remit to LOC the monthly Administrative Fees for the prior period's purchases. Administrative Fee hard copy checks must be made payable to NPPGov and sent to:

For checks sent via USPS mail:

National Purchasing Partners
P.O. Box 749720
Los Angeles, CA 90074-9720

MASTER AGREEMENT

For checks sent via overnight courier:

Bank of America Services
Lockbox 749720
2706 Media Center Drive
Los Angeles, CA 90065-1733
Account information for Administration Fee wire transfers is as follows:
Bank Address

4. Maintenance of Records.

4.1 Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Participating Agencies may, at their own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices to each Participating Agency. Each Participating Agency may employ such assistance, as it deems desirable to conduct such reviews but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's Confidential Information. Each Participating Agency shall cause any person retained for this purpose to execute a nondisclosure agreement imposing substantially the same obligations of confidentiality as are set forth in Section 6. Such reviews shall take place at a time and place agreed upon by AT&T and such Participating Agency. Participating Agency's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records for purposes of this Section.

4.2 AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Participating Agency in the form of a credit as soon as reasonably practicable under the circumstances.

5. Compliance with Law and Government Program Participation

5.1 Compliance with Law. Each Party represents that to the best of its knowledge, after due inquiry, it is, and for the Term shall be, in compliance with all applicable federal and state laws, ordinances and regulations that are material to the operation of its business and the performance of its obligations under this Agreement ("Legal Requirements").

5.2 Notification of Claims. During the Term, each Party shall immediately notify the other Party of any lawsuits, claims, administrative actions or other proceedings asserted or commenced against it that are material to the notifying Party's responsibilities under this Agreement.

6. CONFIDENTIAL INFORMATION

6.1 Confidential Information. "Confidential Information" means: (a) information the Parties or their Affiliate (as defined in the applicable Pricing Schedule) share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

6.2 Obligations. A disclosing Party's Confidential Information will, for a period of three years following the disclosure to the other Party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving Party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other Party and agree in writing to use and disclosure restrictions as this Section 6) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing Party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services). Notwithstanding the foregoing, LOC may disclose the Confidential Information to the Participating Agencies. Each Party shall mark as "Confidential – Not for Disclosure outside [the name of the other Party]" any information that it does not wish to share outside of the direct receiving Party.

6.3 Exceptions. The restrictions in this Section 6 will not apply to any information that: (a) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; (b) is lawfully received by the receiving Party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

6.4 Privacy. Each Party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T business.

MASTER AGREEMENT

7. LIMITATIONS OF LIABILITY AND DISCLAIMERS

7.1 Limitation of Liability.

(a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF SECTION 6 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 8 (Third Party Claims);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 7.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 8 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 7 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

7.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

7.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

7.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

7.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 7 will survive failure of any exclusive remedies provided in this Agreement.

MASTER AGREEMENT

8. THIRD PARTY CLAIMS

8.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

8.2 Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 8.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 8.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

8.3 Infringing Services. Whenever AT&T is liable under Section 8.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

8.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 8 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 8.

8.5 AT&T's obligations under Section 8.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

9. SUSPENSION AND TERMINATION

9.1 Termination of Agreement. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

9.2 Termination or Suspension. The following additional termination provisions apply:

(a) Material Breach. If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

(b) Materially Adverse Impact. If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not affect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(c) Internet Services. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

MASTER AGREEMENT

(d) Fraud or Abuse. AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(e) Infringing Services. If the options described in Section 8.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 8.1 (AT&T's Obligations).

(f) Hazardous Materials. If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

9.3 Effect of Termination.

(a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

(c) In the event this Agreement is terminated prior to the end of the Initial term, the Participation Agreements shall remain in place between AT&T and the Participating Agencies for the full term defined in each Participation Agreement; provided, however, AT&T's obligation to remit Administrative Fees to NPPGov shall cease upon the termination date of this Agreement.

10. MISCELLANEOUS PROVISIONS

10.1 Publicity. Neither Party may issue any public statements or announcements relating to the terms of this Agreement or to the provisions of Services without the prior written consent of the other Party; provided, however, that LOC may disclose such information to the Participating Agencies.

10.2 Trademarks. Each Party agrees not to display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks or other indicia of origin without the other Party's prior written consent, which consent may be revoked at any time by notice; provided, however, that LOC may display or use such information with respect to the Participating Agencies.

10.3 Independent Contractor. Each Party is an independent contractor. Neither Party controls the other and neither Party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other Party. As used in this Agreement, "Affiliate" means (a) when referring to an affiliate of AT&T, means and includes legal entities controlling or controlled by or under common control with AT&T; and (b) when referring to an affiliate of LOC, means and includes an entity controlling or controlled by or under common control with LOC, where control is defined as (i) the ownership of at least thirty five percent (35%) of the equity or beneficial interest of such entity; or (ii) the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

10.4 Force Majeure. Except for payment of amounts due hereunder (including Administrative Fees), neither Party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts of omissions of carriers and suppliers, acts of regulatory or governmental agencies or other causes beyond such Party's reasonable control.

10.5 Assignment and Subcontracting

(a) Customer may, without AT&T's consent but upon notice of AT&T, assign in whole or in relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, but upon notice to Customer, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either Party without the prior written consent of the other Party (which consent will not be unreasonably withheld or delayed.) In the case of any assignment, the assigning Party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third-party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

MASTER AGREEMENT

10.6 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the Parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the Parties.

10.7 Injunctive Relief. Nothing in this Agreement is intended to or should be construed to prohibit a Party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.8 Legal Action. The Parties agree that applicable statute of limitations will apply to any actions arising in connection with this Agreement.

10.9 Survival. The respective obligations of the Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement including the obligations set forth in Section 6 (Confidential Information), will survive such termination or expiration.

10.10 Governing Law. This Agreement will be governed by the law of the State of Oregon, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

11. MISCELLANEOUS

11.1 Notices. Except as otherwise expressly provided herein, all notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed sufficient when mailed by United States mail, delivered by Federal Express or similar overnight delivery service, or delivered in person to the Party to which it is to be given, at the address of such Party set forth below, or to such other address as the Party shall have furnished in writing in accordance with this Section:

If to AT&T:

Michael Jaroszewicz
208 S Akard Dallas, TX
75202
Mj5422@att.com; or
972-816-6562

If to LOC:

Patricia M. Mulvihill 1201 Court Street NE, Suite 200
Salem, OR 97301
pmulvihill@orcities.org

11.2 Third Party Beneficiaries. All Participating Agencies, as applicable, are intended third party beneficiaries to this Agreement.

11.3 Purchasing Commitments. LOC's award of this Agreement to AT&T shall not constitute a commitment by any Participating Agency (or other person) to purchase any of the Services from or through AT&T. AT&T shall not require any Participating Agency to purchase any specific quantity or combination of Services, or impose any other purchasing commitment on a Participating Agency as a condition to the Participating Agency's purchase of any Services pursuant to this Agreement.

11.4 Entire Agreement; Amendments. This Agreement shall constitute the entire agreement between LOC and AT&T. In the event of any inconsistency between this Agreement and the Exhibits, the terms of this Agreement shall control the relationship between AT&T and LOC. No other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed in a signed writing. All modifications to this Agreement shall require an amendment, and no amendment to this Agreement shall be effective unless it is in writing and executed by both LOC and AT&T. LOC and AT&T hereby agree that email communications will not constitute a "writing" for the purposes of any amendment or other modifications of this Agreement.

MASTER AGREEMENT

EXHIBIT A – PRICING SCHEDULE(S)

MASTER AGREEMENT

EXHIBIT B – PARTICIPATION AGREEMENT

MASTER AGREEMENT

EXHIBIT B1 – LOC STATE SPECIFIC PARTICIPATION AGREEMENT

MASTER AGREEMENT

EXHIBIT C - AT&T MASTER AGREEMENT TERMS

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

(a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.

(d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not

MASTER AGREEMENT

be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

MASTER AGREEMENT

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. **RESERVED.**

7. **RESERVED.**

8. **RESERVED.**

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. **RESERVED.**

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T NPPGov Program Website**" means that certain website found at <https://www.wireless.att.com/businesscenter/legal-contracts/att-nppgov-program.jsp>, together with all applicable content found thereon, all of which are incorporated into this Agreement by this reference.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

MASTER AGREEMENT

“**CRU**” and “**Corporate Responsibility User**” mean an Employee receiving Service under Customer’s account.

“**CRU Term**” means, with respect to each CRU, a Service term of two, one, or zero years selected by a CRU or Customer on behalf of such CRU. The CRU Term begins on the date the corresponding CRU is (a) activated on AT&T Mobile Services or (b) upgraded to new Equipment (with or without a migration to a different Plan) under this Agreement.

“**Customer Personal Data**” means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

“**Cutover**” means the date Customer’s obligation to pay for Services begins.

“**Effective Date**” of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

“**Equipment Discount**” means a discount on select Equipment found at the Program Website, as described in this Program Description.

“**Employees**” means Customer’s or its Affiliates current, validated personnel receiving Federal W-2 or K-1 tax treatment.

“**End Users**” means CRUs and IRUs, collectively.

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

“**IRU Service Agreement**” means a separate two-year agreement between an IRU and AT&T for Service, Equipment and related matters.

“**MARC-Eligible Charges**” means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer’s purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

“**Minimum Payment Period**” means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

“**Minimum Retention Period**” means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

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

“**Monthly Volume**” means the monthly volume of Qualified Charges for purposes of determining the Service Discount.

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

“**Purchased Equipment**” means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

“**Qualified Charges**” refers to the following undiscounted Service charges: (a) one-time charges for AT&T Mobile Services activation and conversion, (b) the Monthly Service Charge, (c) home wireless usage charges, (d) roaming charges incurred by Numbers provisioned from AT&T Markets while roaming in other AT&T Markets and using AT&T’s wireless network, (e) charges for detail billing, (f) charges for tethering when using AT&T’s wireless network, (g) charges for additional wireless service features such as voice mail when using AT&T’s wireless network, but excluding enhanced features such as directory assistance or fee-based information services, and (h) monthly recurring access charges for qualified Supplemental Services identified at att.com/absaddtl-terms from time to time.

MASTER AGREEMENT

“Sales Information” means AT&T’s printed and/or on-line marketing-related materials applicable to Services provided under the Agreement, including Product Briefs, as such materials may be modified by AT&T from time to time, all of which are incorporated herein by this reference. **“Service Component”** means an individual component of a Service provided under this Agreement.

“Service Discount” means a monthly discount on eligible AT&T Mobile Services, applied to an End User’s Monthly Service Charges as described in this Program Description.

“Service Component” means an individual component of a Service provided under this Agreement.

“Service Publications” means Tariffs, Guidebooks, Service Guides and the AUP.

“Service Revenue” means revenue from Qualified Charges realized by AT&T.

“Site” means a physical location, including Customer’s collocation space on AT&T’s or its Affiliate’s or subcontractor’s property, where AT&T installs or provides a Service.

“Software” means AT&T Software and Vendor Software.

“Term Year” means any year of the term of the Agreement, including any renewal year.

“Third-Party Service” means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

“Vendor Software” means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.