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AT&T MA Reference No.

MASTER AGREEMENT

Customer	AT&T
League of Oregon Cities Street Address: 1201 Court St. NE Suite 200 City: Salem State/Province: Oregon Zip Code: 97301 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Mike Cully Title: Executive Director Street Address: Same as Above Telephone-503-588-6550 Fax: N/A Email:mcully@orcities.org	Account Rep Name: Susan Margheim Title: Lead Development Manager Street Address:208 S. Akard Street City: Dallas Zip Code:75202 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This MASTER AGREEMENT ("Agreement"), is made and entered into effective, June 15 2020 (the 'Effective Date"), 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 Corp, 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".

Recitals:

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 members of and Public Safety GPO ("PSGPO"), First Responder FPO, and Law Enforcement GPO, Hawaii and Oregon local government units (identified in Attachment H to RFP #2005), Washington Institutions of Public Higher Education ("WIPHE") members (identified in Attachment G to RFP #2005), 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;

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LOC provides a broad portfolio of agreements capable of serving all types of organizations; and MASTER AGREEMENT

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 Corp. (by its authorized representative)
By: DocuSigned by: 38C546F8869143E...	By: Jack Wildermuth
Name: Mike Cully	Name: Jack Wildermuth
Title: Executive Director	Title: Senior Contract Manager
Date: 6/15/2020	Date: 6/15/2020

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 three (3) years beginning on the Effective Date (the "Initial Term"). The Initial Term may be renewed by agreement of the parties for three (3) additional one-year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms 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 members of PSGPO, FRGPO, LEGPO, Hawaii and Oregon local government units (identified in Attachment H to RFP #2005), Washington Institutions of Public Higher Education ("WIPHE") members (identified in Attachment G to RFP #2005), 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 not be available to 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.

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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.

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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 Participating 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 without amendment; provided however, that AT&T and Participation Agency may in their sole discretion agree to revise the Participation

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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

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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 LOC, as authorized collection agent for each of the Participating Agencies respectively (and not collectively), a group purchasing organization administrative fee (“Administrative Fees”) equal to the agreed upon percentage as set forth in such Pricing Schedule for the applicable Service.

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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) ay 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 LOC and sent to:

Master Agreement

If Sent by First Class Mail:

LOC
1201 Court St NE Suite 200
Salem, Oregon 97301

Account information for Administration Fee wire transfers is as follows:

Bank Address

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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,

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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.

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,

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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.

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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

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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 Impac**t. 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.

(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

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Agencies for the full term defined in each Participation Agreement; provided, however, AT&T's obligation to remit Administrative Fees to LOC 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.

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

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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

Susan Margheim
208 S Akard Dallas, TX
75202
ss3725@att.com; or
972-816-6562

If to LOC:

Mike Culley
1201 Court Street NE, Suite 200
Salem, OR 97301

mcully@orcities.org or 503-588-6550

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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.

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EXHIBIT C

ATTACHMENT AT&T MASTER AGREEMENT TERMS

1. INTRODUCTION

1.1 **Overview of Documents.** This AT&T Master Agreement Terms is part of the Participation Agreement and shall apply to all products and services AT&T provides Customer pursuant to the Participation Agreement ("Services") and shall continue in effect so long as Services are provided under the Participation 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

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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.

2.3 **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 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, wire ways, 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.

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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 Taxe**s. 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),

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(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.

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.

4.7 **MARC**. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.8 **Adjustments to MARC**.

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC,
AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

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

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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 is closure 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 LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 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 5 (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 7 (Third Party Claims);

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(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 6.1(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 7 (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 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGE 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 EDITS 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.

6.3 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.

6.4 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

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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.

6.5 **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 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 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.

7.2 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 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services**. Whenever AT&T is liable under Section 7.1, 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.

7.4 **Notice and Cooperation**. The party seeking defense or settlement of a third-party claim under this Section 7 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 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-party Services.

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8. SUSPENSION AND TERMINATION

8.1 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.

8.2 **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.

(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 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the

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affected Services or Service Components without liability other than as stated in Section 7.1 (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.

8.3 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.

8.4 Termination Charges.

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.

(b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination.

(c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

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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 MISCELLANEOUS PROVISIONS

10.1 **Publicity**. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

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.

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.

10.4 **Force Majeure**. Except for payment of amounts due, 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 or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers**. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 **Assignment and Subcontracting.**

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, 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.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

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10.7 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (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.

10.8 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.

10.9 Legal Action. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time barred and waived. The parties waive any statute of limitations to the contrary.

10.10 Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 Governing Law. This Agreement will be governed by the law of the State of New York, 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.

10.12 Compliance with Laws. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 No Third-Party Beneficiaries. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 Survival. The respective obligations of 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 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 Agreement Language. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or

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oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

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 resource 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.
"**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

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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/abs-addtl-terms from time to time.

"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 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.

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"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.

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EXHIBIT A
TO MASTER AGREEMENT

PRICING SCHEDULES

The Pricing Schedule for each Service is attached hereto as a sub-exhibit to this Exhibit A.

LOC Mobility Price Schedule jw8001 1-[

EXHIBIT B
TO MASTER AGREEMENT

PARTICIPATION AGREEMENT

The Example Participation Agreement attached hereto includes the Participation Agreement Cover Page, Participation Agreement Standard Terms, and AT&T Master Agreement Terms all of which will be attached to each Pricing Schedule selected by a Participating Agency)

Exhibit B_NPPGov_participa

EXHIBIT B-1
LOC State Specific Participation Agreement

The Example Participation Agreement attached hereto includes the Participation Agreement Cover Page, Participation Agreement Standard Terms, and AT&T Master Agreement Terms all of which will be attached to each Pricing Schedule selected by a Participating Agency)

Exhibit B1_State Specific PA_draft.do

EXHIBIT B-1
STATE SPECIFIC PARTICIPATION AGREEMENT COVER PAGE

SELLER: AT&T Corp.
CONTRACT NUMBER: _____
PURCHASER: League of Oregon Cities
APPLICABLE STATE:_____(the "State")

League of Oregon Cities Customer Legal Name "LOC")		D/B/A	Main Telephone Number
Street Address	City	State	ZIP Code
Primary Contact Name and Email Address		Primary Contact Telephone Number	

Agreement: This State Specific Participation Agreement between LOC, on behalf of itself, and AT&T Corp ("AT&T" or "Seller"), on behalf of itself, consists of (a) this State Specific Participation Agreement Cover Page, (b) the attached State Specific Participation Agreement Standard Terms, including the FirstNet Services and Equipment set forth in Section 5 ("FirstNet Services and Equipment") of the Standard Terms, (c) applicable Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement, (d) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information, and (e) all AT&T materials incorporated by reference in the foregoing, including applicable Attachments found at the Service Publication identified in the selected Pricing Schedules and the Sales Information including, without limitation those documents referenced in §§3(ii) and (iii) (collectively, the "State Specific Participation Agreement").

In the event of a conflict or inconsistency between the terms of the State Specific Participation Agreement and the terms contained in the Pricing Schedule, the terms of the Pricing Schedule shall prevail.

By signing below, the parties agree to be bound by the terms and conditions of the Participation Agreement, effective as of the last date written below (the "State Specific Participation Agreement Effective Date.

League of Oregon Cities By (Authorized Signature): _____ Print Name and Title of Person Signing: _____ Date:_____
AT&T Corp, on behalf of itself and its service providing Affiliates: By (Authorized Signature) Print Name and Title of Person Signing: _____ Date: _____

EXHIBIT B-1
STATE SPECIFIC PARTICIPATION AGREEMENT STANDARD TERMS

SELLER: AT&T Corp.
CONTRACT NUMBER: _____
: League of Oregon Cities
APPLICABLE STATE: _____(the "State")

1. Address for Notices. All notices, requests, demands and other communications to League of Oregon Cities ("LOC") required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name: League of Oregon Cities
Address:

Phone:
Attention:

2. Recitals.

2.1 AT&T and LOC entered into that certain Master Price Agreement dated xxx, as amended (the "Master Price Agreement") (at times, the Master Price Agreement and the State Specific Participation Agreement are referred to collectively as the "Agreement").

2.2 In addition to the Services and prices set forth in (i) the applicable Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement and (ii) the applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information, AT&T and LOC desire to make available to LOC and Participating Agencies ("Participating Agency" as defined under the Agreement that wants to obtain Service from AT&T in connection with the Master Price Agreement).

3. Agreement. In consideration of the recitals set forth in §2 above, which are hereby re-stated and agreed to by the parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, AT&T and LOC hereby agree to the terms and conditions of (i) the Master Price Agreement, including the FirstNet Services and Equipment set forth in Section 5 ("FirstNet Services and Equipment") below, (ii) the Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement which such Pricing Schedules are incorporated herein by this reference, (iii) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information for such selected Services, which such terms and conditions are incorporated herein by this reference and (iv) the AT&T/Participating Agency Product and Service Agreement Terms attached as Exhibit C to the Master Price Agreement and incorporated herein by this reference (Exhibit C, at times, referred to herein as the "Product and Service Agreement Terms"). Access to the Master Price Agreement including Exhibit A and Exhibit C is available at www.NPPGOV.com. Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement or an attachment thereto, as applicable.

4. Pricing Schedules.

TABLE 4
PRICING SCHEDULES

Please Check Selected Pricing Schedule	Pricing Schedule	Customer Initials
X	Sub-Exhibit A-1: Mobility Services	

5. FirstNet Services and Products.

5.1 Custom FirstNet Mobile Plans. Provided the Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §5(including all sub-sections and Tables), AT&T will provide the Customer and its eligible CRUs the custom FirstNet Mobile Plans described in §5.1 (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. For all Custom FirstNet Mobile Plans, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom FirstNet Mobile Plans are not available to IRUs. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to its underlying offer's corresponding Sales Information, which is incorporated herein. To the extent of any material conflict between the terms and conditions of this §9 and the applicable Sales Information, this §5 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans only will be provided if the Customer's account is active and in good standing with respect to the applicable CRU. 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 the Customer. 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.

5.2 Reserved for custom plans

6. Participating Agencies. Participating Agencies may purchase Services and Equipment under this State Specific Participation Agreement pursuant to the terms of the Agreement, including the following requirements:

(a) Services under this State Specific Participation Agreement will only be available to Participating Agencies physically located in the State. For eligible non-governmental entities described in Section 1.3(b) of the Master Price Agreement that are seeking FirstNet Services described in Section 5 ("FirstNet Services and Products") immediately above, the non-governmental entity's headquarters must be physically located in the State.

(b) This 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 Authority and passes all relevant credit checks and payment history reviews.

(d) By requesting Service under this 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 Authority 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 this 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.

(h) In the event the Master Price Agreement is terminated prior to the end of the Initial term, this State Specific Participation Agreement shall remain in place between AT&T and LOC to the extent necessary to allow all Participating Agencies receiving Services under this State Specific Participation Agreement to continue receiving Services for the full original term of the Master Price Agreement.

7. **Adoption of State Specific Participation Agreement.** LOC and AT&T may modify the State Specific Participation Agreement at any time.

8. **Service.** AT&T agrees to provide Service to Participating Agencies pursuant to the terms and conditions of the Agreement. By requesting service under this State Specific Participation Agreement, Participating Agency shall be liable for all charges incurred hereunder by Participating Agency.

9. **Term.** The term of this State Specific Participation Agreement will run concurrently with the term of the Pricing Schedule(s) identified in Section 4 above. Any Services identified on the AT&T NPPGov Program Website which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Participation Agreement.

10. Default and Termination of State Specific Participation Agreement.

10.1 Participating Agency Default; Termination by AT&T. An event of default will occur hereunder if: a Participating Agency is no longer a Participating Agency under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement.

11. Liability. See Product and Service Agreement Terms.

12. Infringement. See Product and Service Agreement Terms.

13. Financial Responsibility. Participating Agency must pay for all charges incurred under the State Specific Participation Agreement.

14. Invoicing Options. See the Pricing Schedule and the Product and Service Agreement Terms.

15. Termination/Cancellation Fee. See the Pricing Schedule and the Product and Service Agreement Terms.

16. Resale and Other Prohibited Uses. Participating Agency receiving Service under this State Specific Participation Agreement is not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

17. Consent to Disclosure. By requesting Service under this State Specific Participation Agreement, Participating Agency consents to the disclosure by AT&T to LOC of information regarding Participating Agency's involvement and Services under this Participation Agreement, the amount of revenue received by AT&T as a result of Participating Agency's participation under the Agreement, and such similar information arising in connection with the Agreement.

AT&T Mobility Pricing Schedule

AT&T Master Agreement No.
Location Account ID:

Customer ("Customer")	AT&T ("AT&T")
League of Oregon Cities 1201 Court St NE Suite 200 Salem, OR 97301	AT&T Corp.
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Mike Cully Title: Executive Director Telephone: 503-588-6550 E-mail: mcully@orcities.org Address for notices, if different from above: Street Address City State Zip Code USA Customer Account Number or Master Account Number:	Account Rep: Susan Margheim Title: Lead Development Manager Telephone: 972-816-6562 Email: ss3725@att.com Street Address: 208 S.Akard St. City: Dallas State: TX Zip Code: 75202 With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Master Price Agreement ("Agreement") between AT&T and Customer referenced above. In the event of a conflict or inconsistency between the terms of this Agreement and the terms contained (i) in the "Optional Products, Services, Equipment and Programs" section of the Service Guide and associated Sales Information for an Optional Program selected by Customer or a CRU (collectively, the **Optional Program Terms**) or (ii) in the Sales Information for any Service not provided under a Business Plan selected by Customer or a CRU , the Optional Program Terms and the Sales Information will prevail but only with respect to such Optional Program or other Service, as applicable.

Services under this Pricing Schedule will become available to Participating Agencies upon execution of a Participation Agreement, in the form of Exhibit B to the Agreement, and in which the Participating Agency affirmatively selects this Pricing Schedule. As used in this Pricing Schedule, "Customer' shall include Participating Agencies when the reference is used in connection with the receiving of services under this Pricing Schedule as opposed to the administration of this Pricing Schedule by AT&T and Public Procurement Authority.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: DocuSigned by: 38C940F8869743E...	By: Jack Wildermuth
Name: Mike Cully	Name: Jack Wildermuth
Title: Executive Director	Title: Senior Contract Manager
Date: 6/15/2020	Date: 6/15/2020

AT&T Mobility Pricing Schedule

1. SERVICES AND SERVICE PUBLICATIONS

1.1. Services and Service Publications

Services	Service Publications*
AT&T Mobile Services	
• Business Plans identified in Service Guide	AT&T Mobile Services Service Guide ("Service Guide") and Terms of Service
• All other AT&T Mobile Services	Service Guide and Sales Information
Equipment, Optional Programs and Supplemental Services	Service Guide and Sales Information
* Incorporated by reference into this Pricing Schedule	

1.2. Service Publication Locations

Service Publications	Service Publication Locations	URL
Service Guide		http://serviceguidenew.att.com/sg_flashPlayerPage/MS
Terms of Service	Enterprise Customers: Additional Service and Equipment Related Terms	www.att.com/abs-addtl-terms
Sales Information	• Terms of Service • Product-specific product briefs, rate brochures, service guides, ordering documents or acknowledgments, or other marketing materials provided to Customer.	Available upon request and/or at www.att.com/abs-addtl-terms, at www.wireless.att.com/businesscenter, or at such other site determined by AT&T

2. ACCEPTABLE USE POLICY

Acceptable Use Policy at www.att.com/legal/terms.aup.html applies to all Services

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	2 years
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule - Participating Agencies can select services under the Pricing Schedule at any time during the Pricing Schedule Term by executing a Participation Agreement in the form of Exhibit B to the Agreement in which the Participating Agency affirmatively selects this Pricing Schedule (or utilizing a State specific Participation Agreement in the form of Exhibit B-1)

4. DISCOUNTS

4.1. Service Discounts

Service Discount. Subject to the restrictions set forth in this Section, AT&T will provide Customer with the following Service Discount: Twenty Five percent (25%) for CRUs; Seventeen percent (17%) for Employee IRUs. AT&T may restrict certain Plans or certain other discount programs from qualifying for the Service Discount. AT&T will advise Customer when such restrictions apply. AT&T will only apply the Service Discount to the Monthly Service Charge of eligible Plans. It may take several billing cycles for the Service Discount to be applied.

Applicable only to the Monthly Service Charge of Voice Service and Wireless Data Service Plans identified as discount eligible in the Service Publication.

Service Discount for CRUs	Service Discount for IRUs
25%	17%

4.2. Equipment Discount

Applicable only with Service activation to Equipment and pricing identified as discount eligible in the Service Guide. The Equipment Discount will only apply to eligible upgrade purchases as defined in Section 9.28 below and may not be combined with any other offer. Accessories discount is available to CRU eligible entities only. This discount is not available to IRU entities. Not all accessories are eligible for the discount.
Mobility Devices may be found at the following URL https:l/www.wireless.att.com/businesscenter/legal-contracts/cda.jsp

Subject to the restrictions set forth in this §4.2, AT&T will provide Customer with an Equipment Discount on select Equipment found at the "Equipment" page of the Program Website, as may be modified by AT&T from time to time. AT&T will apply the Equipment Discount only to the prices set forth on the above-referenced Program Website page. AT&T will only provide Equipment with Service activated. The Equipment Discount only applies with new activations or eligible upgrades and may not be combined with any other equipment offer.

Title to and risk of loss of Equipment pass to Customer upon delivery of the Equipment to the address specified in the order.

Discount (CRU Only)	50% off National Contract Reference Price where Eligible

4.3 Accessory Discount

Accessories Discount. Subject to the restrictions set forth in this §4.3, AT&T will provide Customer with a thirty (30%) discount on select Accessories purchased by Customer and/or its CRUs through Customer's Premier website (the "Accessory Discount"). The discount off accessories is not available to Customer for orders placed through any other method. For purposes of this Agreement, the term "Accessories" means supplementary parts (e.g.,, batteries, chargers, cases and ear buds) for use with Equipment found at the "Equipment" page of the Program Website from time to time. Accessory selection is subject to availability limitations. The Accessory Discount will not apply to Accessories purchased for use with data-centric Equipment such as modems, replacement SIM cards and car kits or to Apple-branded Accessories, and the Accessory Discount may not be combined with any other promotional pricing or offer.

5. SERVICE WITHDRAWAL

Notification Required for AT&T to withdraw from market and terminate a Service or Service Component	
Optional Programs	30 days
All other Services	None

6. ADDITIONAL SURCHARGES AND RECOVERY FEES

In addition to applicable monthly charges, taxes, shipping charges and other charges described in the Agreement, AT&T may assess, and Customer will pay, various monthly surcharges and recovery fees described in the Agreement, including without limitation, a Regulatory Cost Recovery Charge of up to $1.25 to help defray AT&T's costs incurred in complying with obligations and charges imposed by state and federal telecom regulation. These surcharges and recovery fees are not taxes or government-required charges. Customer and its CRUs should visit att.com/additional charges to view estimates of such discretionary charges for a CRU's locale

7. CANCELLATION FEE

In the event AT&T and Customer elects to purchase Equipment with a service commitment, the service commitment begins either on the date (a) the Equipment is activated with a new CRU line of Service or (b) an existing CRU line under the Agreement is upgraded to new Equipment; Cancellation Fees otherwise known as Early Termination Fees are not applicable for the term of the Agreement.

8. ADDITIONAL SURCHARGES AND RECOVERY FEES

In addition to applicable monthly charges, taxes, shipping charges and other charges described in the Agreement, AT&T may assess, and Customer will pay, various monthly surcharges and recovery fees described in the Agreement, including without limitation, a Regulatory Cost Recovery Charge to help defray AT&T's costs incurred in complying with obligations and charges imposed by state and federal telecom regulation. These surcharges and recovery fees are not taxes or government-required charges. See www.att.com/mobilityfees for more detail on the applicable discretionary charges.

9. ADDITIONAL TERMS AND CONDITIONS

9.1. CRUs and IRUs

CRUs and IRUs must be Employees of Customer and must qualify for chosen Services. Customer is responsible for CRUs' use of the Services. Each IRU, not Customer, is responsible for the IRU's use of Services. Each IRU must enter into a separate wireless service agreement with AT&T, cooperate with the validation process, as modified by AT&T from time to time, for establishing that the IRU is an Employee of Customer and pay any applicable enrollment fees.

9.2. Sponsorship Program Marketing Assistance

Customer will assist AT&T in obtaining Employees' participation in the Sponsorship Program described in the Service Guide as follows:

- Posting and maintaining a hyperlink from Customer's intranet site for Employee-related benefits to the att.com landing page established for Customer's IRUs;
- Posting AT&T-provided Sponsorship Program flyers or digital signage in break room(s) and/or other Employee common area(s) of Customer's main campus at least once per calendar quarter;
- Permitting AT&T sales representatives to participate in 2 "onsite events" per year at the Customer's main campus, the date and time of which shall be

mutually agreed upon by the parties; and
• Any other mutually agreed upon marketing efforts, which shall be documented in a writing signed by both parties.

9.3. Liability
AT&T SHALL HAVE NO LIABILITY FOR ANY SERVICE INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS THAT LAST LESS THAN 24 HOURS.

9.4. Infringement
AT&T WILL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON EQUIPMENT AND/OR SUPPLEMENTAL SERVICES FURNISHED UNDER THIS ACDA PRICING SCHEDULE.

9.5. Prohibited Uses
Prohibited Uses are described in the applicable Service Publication. If a CRU fails to comply with the Offnet Usage restrictions, AT&T may, at its option, terminate the CRU's Services, deny access to Services, deny the CRU continued use of other carriers' coverage, or change the CRU's Plan (*e.g.,* to one that imposes usage charges for Offnet Usage or reduces the off-net data usage speed). AT&T will provide notice that it intends to take any of the above actions, and, unless AT&T has already done so, Customer may terminate the CRU's Services. In addition, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to any CRU it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage, and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. Customer may be assessed any applicable Cancellation Fees as a result of any termination by AT&T or Customer pursuant to this Section. Similar termination and other rights also may be included in an applicable Service Publication.

10. Custom Offers
Provided Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §10 (including all sub-sections and Tables), AT&T will provide Customer and its eligible CRUs the following custom offers. 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.

Calling Plan	Net Price
Enhanced Push to Talk - Add on	$3.00
Enhanced Push to Talk -Standalone (No voice plan)	$18.99
AT&T Mobile Select - Unlimited Talk, Text, Data – Subsidized Device	$49.99
AT&T Mobile Select - Unlimited Talk, Text, Data – Unsubsidized Device	$31.24
AT&T Mobile Select - Pooled Plan for Feature Phones 100MB	$22.99
DataConnect Plans Unlimited Tablet/Pad Data-with throttle	$39.99

10.1 Waiver of Activation Fees
During the initial term of this Agreement, AT&T will waive the start of service charge (also known as the "Activation Fee") with respect to Customer's eligible CRUs activating new Service.

10.2 Waiver of Shipping Fees
During the initial term of this Agreement, AT&T will waive standard shipping fees with respect to Customer's Equipment purchases for CRUs. The shipping carrier used will be at AT&T's sole discretion.

10.3 Waiver of Upgrade Fees
AT&T will waive Upgrade Fees and provide Equipment Discounts to CRUs on Equipment upgrades if that CRU: (a) is currently active on Service; and (b) has been active on Service for the previous eighteen (18) consecutive months. CRUs are eligible to upgrade a second time if they remain active on service for an additional eighteen (18) months after the first upgrade. AT&T will only ship Equipment with active Service. No other rebates or promotions apply. Equipment Upgrade are not available to IRUs.

Participation Agreement# _____
Location ID:

NPPGOV PARTICIPATION AGREEMENT COVER PAGE

SELLER: AT&T Corp.
CONTRACT NUMBER: _____
NPPGov Member ID Number: _____

Customer Legal Name ("Participating Agency" or "Customer")		D/B/A	Main Telephone Number
Street Address	City	State	ZIP Code
Primary Contact Name and Email Address		Primary Contact Telephone Number	

Governmental entity of

Agreement: This Participation Agreement between Participating Agency, on behalf of itself, and AT&T Corp ("AT&T" or "Seller"), on behalf of itself and its service providing Affiliates, consists of (a) this Participation Agreement Cover Page, (b) the attached Participation Agreement Standard Terms, (c) applicable Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement(Section 4-Table 4), (d) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information and (e) all AT&T materials incorporated by reference in the foregoing, including applicable Attachments found at the Service Publication identified in the selected Pricing Schedules and the Sales Information including, without limitation those documents referenced in §§3(ii) and (iii) (collectively, the "Participation Agreement").

In the event of a conflict or inconsistency between the terms of the Participation Agreement and the terms contained in the Pricing Schedule, the terms of the Pricing Schedule in Section 4- Table 4 shall prevail.

By signing below, the parties agree to be bound by the terms and conditions of the Participation Agreement, effective as of the last date written below (the "Participation Agreement Effective Date").

Customer (by its authorized representative)	**AT&T Corp** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

NPPGOV PARTICIPATION AGREEMENT

1. Address for Notices. All notices, requests, demands and other communications to Participating Agency required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name	
Address	
Telephone Number	
Fax Number	
Attention	
Federal Tax ID	

2. Recitals.

2.1 AT&T and League of Oregon Cities ("LOC") entered into that certain Master Price Agreement dated November 18, 2015, as amended (the "Master Price Agreement") (at times, the Master Price Agreement and the Participation Agreement are referred to collectively as the "Agreement").

2.2 Participating Agency is a governmental agency and a "Participating Agency" as defined under the Agreement that wants to obtain Service from AT&T in connection with the Master Price Agreement.

3. Agreement. In consideration of the recitals set forth in §2 above, which are hereby re-stated and agreed to by the parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, AT&T and Participating Agency hereby agree to the terms and conditions of (i) the Master Price Agreement; (ii) the Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement that Participating Agency has selected in *§4*–Pricing Schedules immediately below, which such selected Pricing Schedules are incorporated herein by this reference, (iii) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information for such selected Services that Participating Agency has selected, which such terms and conditions are incorporated herein by this reference, and (iv) the AT&T/Participating Agency Product and Service Agreement Terms attached as Exhibit C to the Master Price Agreement and incorporated herein by this reference (Exhibit C, at times, referred to herein as the "Product and Service Agreement Terms"). Access to the Master Price Agreement including Exhibit A and Exhibit C is available at www.NPPGOV.com. Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement or an attachment thereto, as applicable.

4. Pricing Schedules.

TABLE 4 PRICING SCHEDULES		
Please Check Selected Pricing Schedule	**Pricing Schedule**	**Customer Initials**
X	Sub-Exhibit A-1: Mobility Services	

5. Adoption of Agreement. Participating Agency acknowledges and agrees that it is participating pursuant to the Agreement and that LOC and AT&T may modify the Agreement at any time. Participating Agency acknowledges and agrees that it has no right whatsoever to modify the Agreement including, without limitation, the Pricing Schedule(s) thereto.

6. Service. AT&T agrees to provide Service to Participating Agency pursuant to the terms and conditions of the Agreement. By signing this Participation Agreement, Participating Agency acknowledges and agrees that it is liable for all charges incurred hereunder by Participating Agency.

7. Purchased Equipment Payment Options. AT&T offers installment payment options for certain Purchased Equipment that require its customers to execute a corresponding installment payment agreement. In the event Participating Agency opts to use one of these installment payment options, then: (a) Participating Agency will be required to execute such an installment

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payment agreement, and (b) Participating Agency represents, warrants, and covenants that(i) its participation in the installment payment option does not and will not violate any applicable procurement rules in effect as of the effective date(s) of the purchase(s) of Purchased Equipment in connection with any installment payment option; (ii) its participation in the installment payment option does not and will not disqualify AT&T from, or otherwise impair AT&T's participation in, any future procurements with the Participating Agency; and (iii) Participating Agency has fully appropriated funds to pay the total amount charged over the complete term of the installment payment agreement.

8. Representations and Warranties. Participating Agency hereby represents and warrants that (i) it is a member in good standing of NPPGov and will provide AT&T with verification of such membership upon reasonable request, and/or (ii) it is a governmental agency and will provide AT&T with verification of such status upon reasonable request. Participating Agency also hereby represents and warrants that it is not a non-profit entity as that term is defined by United States Tax Code; provided, however, that Volunteer Fire Departments organized and established pursuant to all applicable state and local laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction are eligible to receive Products and Services under this Participation Agreement and shall be treated as Participating Agencies for all purposes herein.

9. Term. The term of this Participation Agreement will run concurrently with the term of the Pricing Schedules identified in Section 4 above. In the event the Master Price Agreement is terminated prior to the expiration of the Pricing Schedules, the term of each Pricing Schedule shall continue through the term identified in that Pricing Schedule. Any Services identified on the AT&T NPPGov Program Website which, by their terms, are to exist for a specific period of time, will survive any termination or expiration of this Participation Agreement.

10. Reserved.

11. Default and Termination of Participation Agreement.

11.1 Participating Agency Default; Termination by AT&T. Participating Agency agrees that it will be an event of default hereunder if: Participating Agency is no longer a Participating Agency under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement.

12. Liability. See Product and Service Agreement Terms.

13. Infringement. See Product and Service Agreement Terms.

14. Financial Responsibility. Participating Agency must pay for all charges incurred under the Participation Agreement.

15. Invoicing Options. See the Pricing Schedule and the Product and Service Agreement Terms.

16. Termination/Cancellation Fee. See the Pricing Schedule and the Product and Service Agreement Terms.

17. Good Faith Cooperation. With respect to all marketing responsibilities set forth herein, Participating Agency and AT&T agree to cooperate in good faith to assist AT&T in achieving its Service marketing goals, including but not limited to making Participating Agency's employees aware of the available discounts offered under this Participation Agreement.

18. Resale and Other Prohibited Uses. Participating Agency is not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

19. Consent to Disclosure. Participating Agency consents to the disclosure by AT&T to LOC of information regarding Participating Agency's involvement and Services under this Participation Agreement, the amount of revenue received by AT&T as a result of Participating Agency's participation under the Agreement, and such similar information arising in connection with the Agreement.

Certificate Of Completion

Envelope Id: 8362270312BD4D0B84F352AB20F119C7

Status: Completed

Subject: Please DocuSign: AT&T <> LOC Master Agreement, Price Schedule

Source Envelope:

Document Pages: 41

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
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Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
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Signer Events	Signature	Timestamp
Mike Cully Mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 38C546F8869143E...	Sent: 6/15/2020 1:55:51 PM Viewed: 6/15/2020 8:07:08 PM Signed: 6/15/2020 8:08:36 PM
	Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219 Signed using mobile	

Electronic Record and Signature Disclosure:
Accepted: 6/15/2020 8:07:08 PM
ID: 7d8a22f5-a0e5-49e6-b04b-0214d00561aa

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jack Wildermuth jw8001@att.com Senior Contract Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/15/2020 8:08:40 PM Viewed: 6/16/2020 7:16:28 AM
Brandon Gable Brandon.Gable@nppgov.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/15/2020 8:08:40 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/15/2020 8:08:40 PM
Certified Delivered	Security Checked	6/15/2020 8:08:40 PM
Signing Complete	Security Checked	6/15/2020 8:08:40 PM
Completed	Security Checked	6/15/2020 8:08:40 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Consequences of changing your mind

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To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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