



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP D/B/A VERIZON**

WIRELESS

Participating Entity: **STATE OF OKLAHOMA**

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA152) for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

- Category 1: Cellular Wireless Services
- Category 2: Equipment and Accessories
- Category 3: Turnkey Wireless and IoT Solutions offered as a Product
- Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, and 3.

Participating Entity has elected to participate in **Categories** 1 and 2. State entities wishing to participate in Category 3 must negotiate and execute an addendum which includes the State's Hosting Agreement and other terms, as needed.

2. Participation: This PA may be used by all state agencies, interlocal entities, or affiliates who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are *attached and incorporated as **Exhibit 1***.

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

- This PA; and
- The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. Purchase Order Instructions:
All purchase orders issued by purchasing entities within the jurisdiction of this PA shall include the Participating State contract number: SW1012V and the Lead State price agreement number: MS152-1. This Participating Addendum and the Master Price Agreement number MA152-1

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(administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter thereof. Terms and conditions inconsistent with, contrary or in addition to the terms and condition of this PA and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity.

6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Cellco Partnership d/b/a Verizon Wireless
Address:	15505 Sand Canyon Ave Bldg D, Irvine, CA USA 92618
Telephone:	949.249.8700
Fax:	240.280.3686
Email:	Doug.Robertson@VerizonWireless.com

Participating Entity

Name:	IT Statewide Initiatives Lead
Address:	5005 N. Lincoln Blvd. Suite 200, Oklahoma City, OK 73105
Telephone:	405-521-4772
Fax:	N/A
Email:	purchasing@omes.ok.gov

7. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

The parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: State of Oklahoma	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature: 	Signature: 
Printed Name: D. Jerry Moore	Printed Name: Todd Loccisano
Title: Chief Information Officer	Title: VP- Contract Management
Date: Nov 18, 2020	Date: 9/14/2020 11:29 AM MDT

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

Contractor - email a fully executed PDF copy of this document to:

PA@naspovaluepoint.org

**To support documentation of participation and posting
in appropriate databases**

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

These Additional Terms and Conditions ("Additional Terms") supplement the State of Oklahoma Participating Addendum ("PA") to the NASPO ValuePoint Master Agreement – Number MA 152, dated August 13, 2019 ("Master Agreement") held by Cellco Partnership d/b/a Verizon Wireless ("Customer"). Any and all licensing, maintenance, or order-specific agreements referenced within these Additional Terms and Conditions are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum, the Master Agreement, or applicable Oklahoma law. In the event of conflict among the terms and conditions, the Participating Addendum shall take precedence.

1. Definitions: The parties agree that, when used in the Agreement, the following terms are defined as set forth below:

A. Acquisition

The term ("Acquisition") means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act.

B. Contract Document

The term ("Contract Document") means the Master Agreement, the Participating Addendum, these Additional Terms, any statement of work, work order, or other similar ordering document related hereto and executed by the Contractor and the State of Oklahoma, as applicable; any purchase order related hereto; other mutually agreed documents; and any addendum to any of the foregoing.

C. Eligible Purchasing for the State of OK

The term ("Purchasing Entity") shall include the State of Oklahoma (the "State") and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Oklahoma Governmental Tort Claims Act, 51 O.S. § 152.1 *et seq.*, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

D. Destination

The term ("Destination") means delivered to the receiving dock or other point specified in the applicable Contract Document.

2. Limitation of Authority

With respect to procurement transactions for Purchasing Entities, Contractor shall have no authority to act for or on behalf of Purchasing Entities or the State of Oklahoma, except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Purchasing Entities or the State of Oklahoma.

3. Administrative Fees

For Oklahoma-based Purchasing Entities, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. "Contract Usage Report" shall include the following: (i) the applicable state contract number; (ii) report amount(s); (iii) reporting period covered; and (iv) the applicable state agency name(s). Contract Usage Reports shall also include usage of the Participating Addendum by any other governmental entities (i.e. county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Participating Addendum.

All Contract Usage Reports shall meet the following criteria:

- a) Must be submitted electronically in Microsoft Excel format.
- b) Reports shall be submitted quarterly regardless whether this Addendum has been used during the applicable quarterly reporting period.
- c) Quarterly reporting periods
 - a. January 01 through March 31, due April 30
 - b. April 01 through June 30, due July 31
 - c. July 01 through September 30, due October 31
 - d. October 01 through December 31, due January 31

All Contract Usage Reports shall be delivered to:

E-mail: strategic.sourcing@omes.ok.gov

For Oklahoma-based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all net sales transacted by any Purchasing Entity

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

under the Participating Addendum (the "Oklahoma Admin Fee").

Contractor shall submit the Oklahoma Admin Fee on a quarterly basis. Failure to remit the Oklahoma Admin Fee quarterly may result in cancellation of the Participating Addendum. Oklahoma Admin Fees shall not be reflected as a separate line item in Contractor's billing to participating state agencies and authorized users.

Payment of the Oklahoma Admin Fee shall be made via company check payable to OMES within forty-five (45) calendar days from the completion of the applicable quarterly reporting period set forth above.

Contractor agrees to notify OMES-ISD Procurement via the email address set forth below twenty-four (24) hours in advance of Contractor's submitting payment of the Oklahoma Admin Fee.

To ensure payment is properly accounted for, Contractor shall identify payment in the applicable Contract Usage Report as an "Administrative Fee" and shall include the following information: (i) the applicable state contract number, (ii) Oklahoma Admin Fee amount(s) paid, and (iii) the applicable quarterly reporting period.

Oklahoma Admin Fees shall be mailed to:
Office of Management and Enterprise Services
Attention: Accounts Receivable
5005 N. Lincoln Boulevard, Suite 200
Oklahoma City, OK 73105

4. Pricing

- A.** Pursuant to 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Purchasing Entities under the Contract that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Further, such Purchasing Entities and Purchasing Entities that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Purchasing Entities will provide Contractor with a tax exemption certificate upon request. Any taxes of any nature whatsoever payable by the Contractor shall not be reimbursed by the Purchasing Entity.

- B.** Pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma Purchasing Entities shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Purchasing Entities for any travel expenses in addition to the total price of the

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

products and/or services purchased hereunder, except as agreed by Oklahoma Purchasing Entities in writing.

- C. The price to the Customer under the Participating Addendum shall include and Contractor shall prepay all shipping, packaging, delivery and handling fees. All Product deliveries will be Free on Board Purchasing Entity's Destination. No additional fees shall be charged to the Purchasing Entity for standard shipping and handling. If the Purchasing Entity requests expedited or special delivery, Purchasing Entity may be responsible for any charges for expedited or special delivery.

5. Invoices and Payment

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Payments for goods and services are generally due thirty (30) days after receipt of a proper invoice; provided, however, Contractor acknowledges and agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days to pay Contractor shall not constitute default hereunder nor entitle Contractor to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.

6. Termination for Non-appropriation

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, Participating State shall provide Contractor ten (10) calendar days' written notice of intent to terminate. Notwithstanding the foregoing, if a Purchasing Entity issues an order and has accepted the products and/or services under such order, the Purchasing Entity shall be obligated to pay for such products and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. If a written notice is delivered under this section, the State will reimburse Contractor for the products and/or services properly ordered and/or

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

properly performed until the effective date of said notice (whether or not they have been fully paid for as of the date of the notice).

7. Notices

If a party is to give notice under the Participating Addendum, all notices to the State of Oklahoma shall be address as follows:

If sent to the State of Oklahoma:

D. Jerry Moore
Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:

OMES-IS Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

8. Choice of Law

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract Documents shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

9. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the Agreement, or any of the Contract Documents, shall be in Oklahoma County, Oklahoma.

10. Conflict of Interest

In addition to any requirement of law or through a professional code of ethics or conduct, the Vendor, its employees, agents and subcontractors are required to disclose any outside

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

activity or interest that conflicts or may conflict with the best interest of the State. Further, as long as the Vendor has an obligation under the Agreement, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State.

11. Force Majeure

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Contractor cannot cause delivery of a product or service in a timely manner to meet the business needs of the State. Contractor is not entitled to payment for products or services not received and, therefore, amounts payable to Contractor during the force majeure event shall be equitably adjusted downward.

Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Contractor's system or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Contractor's systems or (b) the delay or failure of Contractor or subcontractor personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

modifies or excuses Contractor's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

12. Invalid Term or Condition

To the extent any term or condition in the Participating Addendum conflicts with an applicable Oklahoma and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, Purchasing Entity makes no representation or warranty regarding the enforceability of such term or condition and Purchasing Entity does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the Contract term or condition.

13. Audits and Records Clause

- A. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Vendor agrees any pertinent federal or State agency or governing entity of a Purchasing Entity shall have the right to examine and audit all records relevant to the execution and performance of the Contract except costs of Vendor that comprise pricing under the Contract, unless otherwise agreed.
- B. The Vendor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

14. Compliance with Applicable Laws

- A. As long as Contractor has an obligation under the terms of the Contract and in connection with performance of its obligations, the Contractor shall comply with

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- i.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
- ii.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- iii.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- iv.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- v.** Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;
- vi.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity;
- vii.** Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify; and
- viii.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

- B. The Contractor shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- C. As applicable, Contractor agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

15. Publicity

Contractor acknowledges and agrees that the existence of the Contract or any Acquisition thereunder is not in any way an endorsement by the Purchasing Entity, the Products or the Services and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the a Purchasing Entity all advertising, sales, promotion, and other publicity matters relating to the Participating Addendum wherein the name of the Purchasing Entity is mentioned or language used from which the connection of the Purchasing Entity therewith may reasonably be inferred or implied as an endorsement. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices without obtaining the prior written approval of the Purchasing Entity.

16. Open Records Act

Contractor acknowledges that Purchasing Entity are subject to the Oklahoma Open Records Act, 51 O.S. 24A.1 et seq. Contractor also acknowledges that such Purchasing Entity will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Contract provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

17. Confidentiality:

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

A. Contractor receives limited personal information necessary to allow Contractor to manage the relationship, such as the business contact information of the State Customer designates to manage the Master Account. Contractor also generates personal information through operation of the services provided, for example details of calling history and call locations, which are considered Customer Proprietary Network Information ("CPNI") under FCC rules, and other important information related to use of data services, which is not CPNI. Contractor will collect, use, disclose, or otherwise process such information only as necessary to perform obligations under this contract or otherwise as required by law and in no event will any such data be sold or otherwise disclosed or shared. Notwithstanding the foregoing, as set forth in Vendor's Privacy Policy, Contractor may only disclose information to third-parties involved in legal process or protection matters, including government authorities, where Contractor has a good faith belief that disclosure of such information is reasonably necessary. Contractor will protect the security, integrity, and confidentiality of such information in accordance with applicable U.S. law and industry-applicable standards. Additionally, Contractor's Privacy Policy is set forth at www.verizon.com/about/privacy and may be amended from time to time. The Contractor shall maintain strict security of all State data and records entrusted to it or to which the Contractor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as needed by Contractor for performance of its obligations under the Contract. If Contractor utilizes a subcontractor the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the Contractor and agree to the same obligations as Contractor, to the extent applicable. Before Contractor utilizes any subcontractors, it shall first obtain the written approval of the State.

B. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized in advance to do so in writing by the State Purchasing Director, the individual with administrative control over a Customer or in compliance with a valid court order. The Vendor shall immediately forward to the State and the State Purchasing Director any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

18. Assignment and Permitted Subcontractors

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

- A. Vendor's obligations under the Addendum may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Vendor assign its rights to payment, in whole or in part, under the Addendum, Vendor shall provide the State of Oklahoma with written notice of the assignment. Such written notice shall contain details sufficient for the Participating Entity to perform its payment obligations without any delay caused by the assignment.

- B. If the Vendor is permitted to utilize subcontractors in support of the Addendum, the Vendor shall remain solely responsible for its obligations under the terms of the Addendum and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name, and by employee name if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Vendor, the Vendor shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Vendor. Such approval is within the sole discretion of the State. As part of the approval request, the Vendor shall provide a copy of a written agreement executed by the Vendor and subcontractor setting forth that such subcontractor is bound by and agrees to perform, as applicable, the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Vendor under the terms of all applicable Contract Documents. Vendor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State of Oklahoma further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

- C. All payments under the Addendum shall be made directly to the Vendor, except as provided in Section A above regarding the Vendor's assignment of payment. No payment shall be made to the Vendor for performance by unapproved or disapproved employees of the Vendor or a subcontractor.

19. Mutual Responsibilities of the Parties

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

- A. Neither the State nor the Contractor grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. The Participating Addendum is a non-exclusive contract, and each party is free to enter into similar agreements with others.
- C. The State and Contractor each grant the other only the licenses and rights specified in the Participating Addendum and all other rights and interests are expressly reserved.
- D. The State and Contractor shall reasonably cooperate with each other and any vendor to which Products and/or Services under the Contract may be transitioned after termination or expiration of the Participating Addendum.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either the Purchasing Entities or the Contractor is required under the Participating Addendum, such action shall not be unreasonably delayed or withheld.

20. Indemnification

A. Acts or Omissions

Vendor shall indemnify and hold harmless the Indemnified Parties, as applicable, from any and all liability, including costs, expenses and attorney fees, for actions, claims, demands and suits arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Vendor or its agents, employees, or subcontractors in the execution or performance of the Addendum.

B. Coordination of Defense

IN CONNECTION WITH INDEMNIFICATION OF A PURCHASING ENTITY WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CONTRACTOR SHALL CONTINUE TO BE OBLIGATED TO INDEMNIFY THE PARTICIPATING ENTITY AND, TO THE EXTENT APPLICABLE, ANY AND ALL PURCHASING ENTITIES, IN ACCORDANCE WITH AND TO THE EXTENT CONTRACTOR PROVIDES SUCH INDEMNITY UNDER THIS MASTER AGREEMENT.

21. Miscellaneous

A. Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

B. Section Headings

The headings used in any Contract Document are intended for convenience only and do not constitute terms of the contract.

C. Sovereign Immunity

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

Notwithstanding any provision of any Contract Document, the State does not waive its sovereign immunity or immunity from suit.

D. Survival

As applicable, performance under any Purchase Order accepted before expiration or termination of the PA shall continue in accordance with its terms notwithstanding the expiration or termination of the PA. Additionally, rights and obligations under the Addendum which by their nature should survive including, but not limited to, payment obligations invoiced prior to expiration or termination; confidentiality obligations and indemnification remain in effect after expiration or termination of the PA.

E. Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between a Customer and Contractor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid.

B. Compliance and Electronic and Information Technology Accessibility

Vendor shall comply with federal and State laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If Products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum. Accordingly, in each statement of work or similar document issued pursuant to the Addendum, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and

EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS
PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND VERIZON WIRELESS
("SW1012") TO THE NASPO MASTER AGREEMENT MA152

estimated cost to make the proposed products and/or services compliant with applicable Standards.

C. Offshore Services

Contractor shall not store, access, nor process outside of the United States of America any data belonging to any such Purchasing Entity without the prior written approval of the Participating State/Entity, which approval may be given or withheld at the sole and absolute discretion of the Participating State/Entity. Notwithstanding, this section shall not prohibit Contractor from providing Order related administration and/or support services available from its global locations outside of the United States.

VENDOR EXECUTED SW1012 Verizon PA w Attach Ex 1

Final Audit Report

2020-11-18

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