

**PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149**

PARTICIPATING ENTITY: STATE OF OKLAHOMA

This Participating Addendum (the “PA” or “**Participating Addendum**”) is made effective this 17th day of July, 2021 (the “**PA Effective Date**”), between the State of Oklahoma (“**Participating Entity**” or “**State**” or “**Oklahoma**”), and AT&T Corp. (“**Contractor**” or “**Vendor**”) (Participating Entity and Contractor are, at times, referred to individually as a “**Party**” or together as the “**Parties**”).

Section 1. Recitals.

1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials (“**NASPO**”), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019, as amended (the “**Contract**” or “**Master Agreement**”).

1.2 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the PA.

1.3 Participating Entity has elected to participate in Categories 1 and 2 on a Statewide basis. State entities wishing to participate in Category 3 must engage OMES IS to negotiate and execute an addendum which includes the State's Hosting Agreement and other terms, as needed.

Section 2. Agreement. In consideration of the recitals set forth in §1 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, Participating Entity and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid Purchase Orders submitted to Contractor by Participating Entity, collectively, the “**Agreement**”). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement.

Section 3. Authorized Purchasing Entities. 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**” or “**Customers**”), including Participating Entity and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the Participating Entity or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the Participating Entity pursuant to the Oklahoma Governmental Tort Claims Act, 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 Participating Entity via a multistate or multi-governmental contract. 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.

Section 4. Purchase Orders. Except as set forth herein, Purchase Orders must reference both Master Agreement #MA149-1 and the PA to be valid. Upon acceptance of any such valid Purchase Order, the corresponding Purchasing Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided.

Notwithstanding the foregoing, any Purchase Order submitted that does not properly reference the Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Terms and conditions inserted into a Purchase Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement. Any such attempts to add or incorporate such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void.

Section 5. Primary Contacts.

Participating Entity:

Name: IT Statewide Initiatives Lead
Title: N/A
Address: 2401 N. Lincoln Blvd, Ste 116
Oklahoma City, OK 73105
Telephone: 405-521-4772
Fax Number: N/A
E-Mail: purchasing@omes.ok.gov

Lead State:

Name: Christopher Jennings
Title: Assistant Director
Address: PO Box 141061
Salt Lake City, UT 84114
Telephone: 801-957-7151
Fax Number: 385-465-6008
E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: Matthew McSpadden
Title: Client Solutions Executive
Address: 405 N Broadway Ave
Oklahoma City, OK 73102
Telephone: 405-882-8726
Fax Number: N/A
E-Mail: mm593j@att.com

Contractor Main:

Name: Bethanie Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-679-9053
Fax Number: N/A
E-Mail: bc4732@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participating Entity, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participating Entity agree to be bound by the provisions hereof. In addition, Participating Entity represents that it has received the requisite approvals from the applicable Chief Procurement Official and NASPO to participate in the Master Agreement.

Section 7. Miscellaneous.

7.1 Employee Benefit Program. Participating Entity will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 8. Notice of Administrative Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **Contract Fees Under the Master Agreement,** Contractor is being charged an Administrative Fee of: (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Agreement; and (c) any valid Purchase Order issued in connection therewith.

Section 10. Entire Agreement. The Master Agreement and this Participating Addendum set forth the entire agreement between the Parties with respect to its subject matter. In the event of conflict among the terms and conditions, the Participating Addendum shall take precedence. and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

Section 11. Exhibit 1 (Additional Terms and Conditions). The Parties shall comply with the terms and conditions of Exhibit 1 (Additional Terms and Conditions) to this Participating Addendum.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

AT&T CORP.

By: Jack Wildermuth
_____, duly authorized

Name: Jack Wildermuth

Title: Senior Contract Manager

Date: 7/19/2021

STATE OF OKLAHOMA

By: Jerry Moore
_____, duly authorized

Name: Jerry Moore

Title: Chief Information Officer

Date: Jul 21, 2021

Exhibit 1 (Additional Terms and Conditions)

Any and all licensing, maintenance, or order-specific agreements referenced within the terms and conditions of this Participating Addendum are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum, the Master Agreement, and to the extent the terms are not in conflict with applicable Oklahoma law.

1. Definitions: The parties agree that 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 each element of the Agreement, including any statement of work, work order, or other similar ordering document related hereto and executed by the Vendor 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. Destination

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

D. Indemnified Parties

The term ("**Indemnified Parties**") means the State of Oklahoma and Customers, and/or their officers, agents, employees, representatives, contractors, assignees and/or designees.

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. Vendor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Customers or the State of Oklahoma.

3. Administrative Fees

A. Contract Usage Report

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 Contact Usage Reports shall be delivered to:

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

B. Oklahoma Admin Fee

For Oklahoma-based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all CRUs' Total Wireless Spend by any Purchasing Entity under the Participating Addendum (the "**Oklahoma Admin Fee**"). The Administrative Fees will be calculated after each calendar quarter and AT&T will pay the quarterly amount due no later than sixty (60) days following the end of each calendar quarter. The Administrative Fee reporting shall be submitted forty-five (45) days following the end of the quarter in accordance with the following table:

| End of Quarter | Reporting Date | Pay Date |
|-----------------------|-----------------------|--------------------|
| March 31st | May 15th | May 31st |
| June 30th | August 15th | August 30th |
| September 30th | November 15th | November 30th |
| December 31st | February 15th | February 28th (29) |

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 Purchasing Entities.

Payment of the Oklahoma Admin Fee shall be made via company check payable to OMES within sixty (60) 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 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 (ii) the applicable quarterly reporting period.

Oklahoma Admin Fees shall be mailed to:

Office of Management and Enterprise Services – Central Purchasing
Will Rogers Building
2401 N Lincoln Blvd, Suite 116
Oklahoma City, OK 73105

Email such notice to: strategic.sourcing@omes.ok.gov

4. Pricing Details

- A.** Customer indicates that pursuant to 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Customers under the PA that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Customer indicates that further, such Customers and Customers that are political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Customers will provide Vendor with a tax exemption certificate upon request. Any taxes of any nature whatsoever payable by the Vendor in respect of Vendor's business shall not be reimbursed by the Customer.
- B.** Customer indicates that 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 Products and/or Services purchased hereunder.
- C.** The price to the Customer under the Participating Addendum shall include and Vendor shall prepay all shipping, packaging, delivery and handling fees. All Product deliveries will be Free-on-Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer 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, 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, State shall

provide ten (10) calendar days' written notice of intent to terminate and shall ensure that the following conditions are satisfied: (1) Purchasing Entity has taken appropriate actions necessary to obtain adequate appropriations or funding; and (2) despite Purchasing Entity's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services. 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, 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 Purchasing Entity terminates Products under this Section, Purchasing Entity agrees as follows: (x) it will pay all amounts due for Services incurred through date of termination, and reimburse all applicable unrecovered non-recurring charges; and (y) it will not contract with any other provider for the same or substantially similar services or equipment for the remainder of such non-funded fiscal year.

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. See Master Agreement Section 36.

9. Choice of Venue. See Master Agreement Section 36.

10. Conflict of Interest

Contractor acknowledges that, to the best of its knowledge and belief, it is not aware of any relevant facts or circumstances that could give rise to an organizational conflict of interest affecting the services under the PA. Contractor will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under the PA.

Contractor represents that to the best of its knowledge and belief, after a reasonable inquiry, none of the people involved in the preparation of this PA or the solicitation that preceded it have a familial relationship with any employee of the Customer.

Contractor will abide by, in addition to any requirement of law, its Corporate Social Responsibility policies available as of the PA Effective Date at

<https://about.att.com/csr/home/governance/policies.html>, including its Code of Business Conduct available as of the PA Effective Date at <https://attdashboard.wireless.att.com/cobc/web> and its Code of Ethics available as of the PA Effective Date at <https://investors.att.com/~media/Files/A/ATT-IR/governance-documents/att-code-of-ethics-2012.pdf>.

11. Force Majeure

No party transacting business under this PA shall be held responsible for delay or default caused by pandemic, fire, riot, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, terrorism, acts of public enemy, omissions of carriers or suppliers, acts of regulatory government, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control, including by reason of any law, order or requirement of any governmental agency or authority that is not directly or indirectly controlled by Purchasing Entity. A party experiencing a force majeure event shall prudently and promptly act to take reasonable steps within the party's control to continue performance and shorten duration of the event. In the event that 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 take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. A Purchasing Entity may terminate any affected Purchase Order upon written notice after determining that a delay or default caused by force majeure will reasonably prevent Contractor's successful performance of the Purchase Order. Any such nonperformance under this section shall not be a default.

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 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 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 that subject to reasonable prior written notice, any pertinent federal or State agency or governing entity of a Purchasing Entity shall have the right to reasonably examine and audit all records relevant to the execution and performance of the PA except trade secrets and costs of Vendor that comprise pricing under the PA once every twelve (12) months during the term of the PA, unless otherwise agreed, which shall not be unreasonably withheld.
- B. The Vendor is required to retain records relative to the PA for the duration of the PA and for a period of seven (7) years following completion or termination of an

acquisition under the PA. 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. The State shall notify Contractor in writing of any claim, audit, litigation or other action involving such records that would require their maintenance beyond the seven (7) year retention period.

14. Compliance with Applicable Laws

A. As long as Vendor has an obligation under the terms of the Contract and in connection with performance of its obligations under the PA, the Vendor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following, to the extent applicable:

- 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. Being 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. Being 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.

B. Vendor shall maintain all applicable licenses and permits required in association with its obligations under the PA.

C. As applicable, Vendor agrees to comply with Governor's Executive Order 2012- 01, effective August 6, 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. Employment Relationship

The PA does not create an employment relationship. Individuals performing Services required by the PA are not employees of the Purchasing Entity. The Vendor's employees shall not be considered employees of the Purchasing Entity for any purpose, and accordingly shall not be eligible for rights or benefits accruing to such employees.

16. Publicity

Both parties acknowledges and agrees that the existence of the PA or any acquisition thereunder is not in any way an endorsement by the other party, the Products or the Services and shall not be so construed by either party in any advertising or publicity materials without the consent of the applicable Purchasing Entity. Each Purchasing Entity and Vendor agrees to submit to the other party all advertising, sales, promotion, and other publicity matters relating to the Participating Addendum wherein the name of such other party is mentioned or language used from which the connection of such other party therewith may, in the other party's reasonable judgment, be inferred or implied as an endorsement. Each Purchasing Entity and Vendor 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 other party. Neither party may issue any public statements or announcements relating to the terms of this PA or to the provision of Services without the prior written consent of the other party.

17. Open Records Act

Contractor acknowledges that Purchasing Entity are subject to the Oklahoma Open Records Act. 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 Agreement specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Agreement provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

18. Confidentiality

Without limitation to the confidentiality obligations set forth in Section 23 (Confidentiality, Non-Disclosure, and Injunctive Relief) of the Master Agreement:

A. Vendor receives limited personal information necessary to allow Vendor to manage the relationship, such as the business contact information of the State that Customer designates to manage the account. Vendor 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. Vendor will collect, use, disclose, or otherwise process such information only as necessary to perform obligations under this PA 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, Vendor may only disclose information to third-parties involved in legal process or protection matters, including government authorities, where Vendor has a good faith belief that disclosure of such information is reasonably necessary. Vendor will protect the security, integrity, and confidentiality of such information in accordance with applicable U.S. law and industry-applicable standards. Additionally, Vendor's Privacy Policy is set forth at https://about.att.com/csr/home/privacy/full_privacy_policy.html and may be amended from time to time. The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor 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 Vendor for performance of its obligations under the PA. If Vendor utilizes a subcontractor the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the Vendor and agree to the same obligations as Vendor, to the extent applicable. Before Vendor 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, subpoena or other related legal document. To the extent not prohibited by applicable law, 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.

19. Assignment and Permitted Subcontractors

- A. **"Subcontractor"** means a person or third-party entity that entered into a contract with AT&T specifically tailored to meet the Customer's needs and dedicated exclusively to the performance of all or a portion of the Services hereunder. For avoidance of doubt, suppliers, manufacturers, and providers of off-the-shelf, commercially available goods or services shall not be deemed Subcontractors.
- B. Vendor's obligations under the Participating 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 provided Vendor and Customer may assign in whole or in part their respective rights or duties under this PA without prior consent of the other Party to any parent, affiliate or subsidiary or to any party acquiring all or substantially all of the assigning Party's capital stock or assets (including, without limitation, any assignment by operation of law). Should Vendor assign its rights to payment, in whole or in part, under the Participating 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.

- C. If the Vendor utilizes Subcontractors in support of the PA, the Vendor shall remain solely responsible for its obligations under the terms of the PA 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 a State agency in writing in connection with a particular acquisition, and in such case in the applicable proposal will include the nature of the services to be performed by such Subcontractor. Prior to a Subcontractor being utilized by the Vendor, the Vendor shall obtain written approval of the State of such Subcontractor and each Subcontractor employee named in accordance with the foregoing, as applicable to a particular acquisition. Such approval is within the sole discretion of the State, subject to the requirements of applicable law. If State does not reasonably approve, however, then Vendor shall be relieved of any obligations to provide the solicited Services. As part of the approval request, the Vendor shall, upon request, provide 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 reserves the right to revoke approval of a Subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar lawful reasons.
- D. All payments under the PA shall be made directly to the Vendor, except as provided in Section B above regarding the Vendor's assignment of payment.

20. Mutual Responsibilities of the Parties

- 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, which consent may be revoked at any time by notice.
- B. The Participating Addendum is a non-exclusive contract, and each party is free to enter into similar agreements with others.
- C. The Customer and Contractor each grant the other only the licenses and rights specified in the Agreement and all other rights and interests are expressly reserved.
- D. The State and Contractor shall, at no out-of-pocket cost or expense, reasonably cooperate with each other and any vendor to which Products and/or Services under the Participating Addendum 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 Purchasing Entity, the State or the Vendor is required

under the Participating Addendum, such action shall not be unreasonably delayed or withheld.

21. 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 Participating Addendum.

B. Notice and Cooperation

In connection with indemnification under this PA, the Purchasing Entity agrees to furnish prompt written notice to Vendor of any third-party claim. Any Purchasing Entity affected by the claim will reasonably cooperate with Vendor and defense of the claim to the extent its interests are aligned with Vendor. Vendor shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the Purchasing Entity, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties, that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the PA.

C. 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 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 PA.

22. Miscellaneous

A. Severability

If any provision of the Agreement, 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 the Agreement are intended for convenience only and do not constitute terms of the Agreement.

C. Sovereign Immunity See Master Agreement Section 32.

D. Survival

As applicable, performance under all license, subscription, service agreements and other similar Contract Documents entered into between Vendor and any Customer under the terms of the Contract shall survive expiration or termination of the contract. Additionally, rights and obligations under the Participating Addendum which by their nature should survive including, but not limited to, payment obligations for liabilities incurred prior to expiration or termination; confidentiality obligations and indemnification remain in effect after expiration or termination of the Participating Addendum.

E. 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 <https://www.ok.gov/accessibility/> and <https://omes.ok.gov/pages/accessibility> 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 Participating Addendum. Accordingly, in each statement of work or similar document issued pursuant to the Participating 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 estimated cost to make the proposed products and/or services compliant with applicable Standards.

F. 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 State, which approval may be given or withheld at the sole and absolute discretion of the State. Notwithstanding, this section shall not prohibit Contractor from providing billing or Purchase Order-related administration and/or support services available from its global locations outside of the United States.

[NO FURTHER TEXT ON THIS PAGE]






PARTIALLY EXECUTED NASPO PA (AT&T)

Final Audit Report

2021-07-21

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