

**GEORGIA TECHNOLOGY AUTHORITY
ENTERPRISE AGREEMENT FOR
SERVICES AND DEVICES TO PROVIDE THE SERVICE**
Appendix H to RFP 9800-GTA794

This Agreement is made by and between the **Georgia Technology Authority** and VERIZON WIRELESS (VAW) LLC (A DELAWARE LLC) D/B/A VERIZON WIRELESS AND CELLCO PARTNERSHIP (A DELAWARE PARTNERSHIP) D/B/A VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP (A DELAWARE LP) D/B/A VERIZON WIRELESS (“VERIZON WIRELESS”), (hereinafter referred to as "Contractor").

The effective date shall be December 30, 2013.

1. Scope of Services. Contractor agrees to provide to GTA and to the procuring Agencies the “Services” and associated “Devices) necessary to provide the “Services”, as described in the Request for Proposal Number 9800-GTA794, soliciting proposals for Wireless Communication Devices and Services (“RFP”) and the Contractor’s Proposal in response thereto. As referred to in this Agreement “Agencies” shall include any and all State of Georgia entities, including but not limited to, departments, agencies, authorities, commissions, boards, college and universities, counties, cities, townships and other political subdivisions of the State. The contractual relationship between Contractor and GTA shall be governed by the following order of precedence: (i) the provisions of this Agreement, including all exhibits attached hereto and incorporated into this Agreement; (ii) the RFP (excluding any sample agreements attached to such RFP); and (iii) the Contractor’s Proposal (excluding any sample agreements attached to such Proposal). No objection or amendment by Contractor to the RFP requirements or to the sample agreement attached to such RFP shall be incorporated by reference in this Agreement unless GTA has accepted such objection or amendment in writing. Any pre-printed contract terms and conditions included on Contractor’s forms or invoices shall be null and void; and (iv) the Rules of the GTA, which are incorporated herein by reference. Agencies will be required to execute and Agency Agreement of a form acceptable to GTA and Contractor before Services and devices may be provided under this Agreement. A sample of such an Agency Subscription Agreement is attached to this Agreement as Attachment C.
2. Agency Ordering. From time to time an Agency may issue a Purchase Order or other purchase instrument for a purchase of Services, Devices and other Equipment Services, provided hereunder, which purchase instrument shall refer to, incorporate by reference and be subject to the pricing, terms and conditions of this Agreement. Contractor agrees to provide to each ordering Agency the Services and/or Devices and other Equipment, in the same manner as it would provide same to GTA, and in such event, the Agency shall be responsible for complying with all the terms and conditions of this Agreement that are applicable to GTA hereunder. Contractor shall invoice each Agency separately and each such Agency shall be solely liable for all Services and/or Devices, ordered or purchased under this Agreement or any purchase instrument issued by the Agency. GTA shall have no liability for any amounts owed to Contractor by other Agencies.

3. List of Plans and Reports.

- a.) Contractor shall request from the entities that purchase under this Agreement consent to the release of any required reporting information generally deemed Customer Proprietary network Information [CPNI]. The reporting information is for purposes of monitoring the contract and calculating the fees that are due and payable to GTA for administering the contract; providing accurate spend data to various internal employees; the Georgia State Legislation and any other entity that GTA is required by law to provide. Contractor shall provide the following Reports to GTA at least quarterly, or upon request. Entities have the right to decline to release this information, however, they may not purchase under this Agreement if they refuse to sign the release of the CPNI information.
- b.) Report. **(The Parties will meet to discuss the structure for the reports and shall be documented in an amendment to this agreement).**

4. Term and Renewal. The "Term" of this Agreement shall begin on the Effective Date and end on June 30, 2017. Thereafter, the Agreement may be renewed upon mutual agreement by Contractor and GTA on a year to year basis for up to Five (5) fiscal year periods (July 1 – June 30). The terms and conditions of this Agreement shall apply during any renewals of the Term. The term of the Services and / or Devices ordered by Agencies hereunder shall begin on receipt of a Purchase Order from each procuring Agency and end upon the completion of the then current fiscal year.

5. Pricing and Payment.

5.1. Pricing and Billing. Pricing and procedures for billing and payment for Services and Devices shall be as specified in the RFP and the Proposal.

5.2. Payment. Each Agency agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that Services and Devices have been accepted by the Agency as hereinafter provided. No late payment or interest shall accrue on past-due amounts.

6. Acceptance of Services and Devices and other Equipment.

Contractor shall perform any Services and deliver any Device in accordance with the schedule set forth in this Agreement or the time specified in a Purchase Order issued by GTA or the Agency (whichever is later). Unless otherwise agreed to by Contractor and the Agency, Contractor shall provide written notification of performance of any Services and delivery of any Device, to GTA or to the Agency ("Delivery Notice"). GTA or the Agency shall have thirty (30) days from the date of receipt of the Delivery Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance. Acceptance by GTA or the Agency may only be accomplished by an affirmative act on the part of GTA or the Agency pursuant to this Section and the failure of GTA or the Agency to issue an acceptance notice shall not be deemed an acceptance of the Services, Device or any portion thereof; however, lack of notice of acceptance or rejection by GTA or the Agency within sixty (60) days from the receipt of the Delivery Notice

shall constitute acceptance of the Device or Service. In the event GTA or the Agency issues a rejection notice, Contractor shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor.

7. Warranty.

Contractor warrants that in providing the device and performing the services during the Term:

- a. Contractor will strictly comply with the descriptions and representations as to the Device and Services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear herein and Contractor will perform the Services on time:
- b. In addition to any express and implied warranties provided under law or given under other provisions of this Agreement, Contractor hereby expressly warrants that the Services to be performed hereunder will be performed as prescribed by the FCC Rules and its License from the FCC to operate as a wireless carrier in the licensed area.
- c. Contractor's Devices and other products, if any, will conform to generally applicable standards in the industry and Contractor shall use only new standard parts/materials or parts/materials equal in performance to new parts/materials unless otherwise agreed to in writing by GTA or by the Agency;
- d. The Device and Services will not be in violation of any applicable law, rule, or regulation, and Contractor will obtain all permits and licenses required to comply with such laws and regulations;
- e. The Device and Services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights. As used herein "Intellectual Property" shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, discoveries, regulatory filings, or other information (Whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the foregoing, whether or not registered as of the Effective Date or any later date;
- f. Contractor is the lawful owner or licensee of all software, hardware, methods, methodologies and any pre-existing Intellectual Property used in the performance of the Services contemplated hereunder and Contractor has the right to permit GTA or the Agency access to or uses of such software, hardware, methods, methodologies and Intellectual Property;
- g. Contractor shall assign to GTA or to the Agency the manufactures' warranties for material furnished to GTA or to the Agency;
- h. All software present in the Devices or other Equipment and any update or revision to any such software shall be covered by the manufacturer warranties and indemnities that

are assigned to the Agency at the time of acceptance of the Devices and other Equipment. Contractor will, without charge to GTA or to the Agency, correct any defects and make any fixes, additions, modifications or adjustments to any of such software or any update or revision to such software as may be necessary to keep the software in operating order in accordance with specifications at all times during the applicable warranty period.

8. Personnel.

- a. All of Contractor's personnel shall comply with GTA or the Agency's reasonable confidentiality and security requirements while on GTA's or the Agency's premises. In the event that any of Contractor's personnel do not comply with such confidentiality and security requirements, GTA or the Agency, in its sole reasonable discretion, may request to have the personnel removed from the premises.
- b. If GTA or the Agency believes that the performance or conduct of any person employed by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provision of this Agreement, GTA or the Agency shall so notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, following their Contractor's Human Resources procedures.
- c. Contractor warrants that all persons assigned by it to the performance of this Agreement shall be employees of Contractor and shall be fully qualified to work under this Agreement. Contractor shall ensure that an adequate number of appropriately qualified personnel are employed and available to provide the Deliverable and Services in accordance with the schedule and maintenance requirements set forth in the RFP and this Agreement.
- d. With respect to any Contractor personnel designated as "Key Personnel", the assignment of such Key Personnel to perform the Services will be continuous throughout the term of the Agreement, except as approved by GTA or the Agency in the case of termination of employment of any such Key Personnel. The parties agree that such Key Personnel are essential to the Services offered pursuant to this Agreement. Contractor shall have complete control over assignment of account management, Agency support or other Contractor personnel. Contractor will make every effort to notify GTA or an Agency of any changes in GTA or Agency's account team. Any decision to remove Key Personnel will not be based on disability, age, sex, religion, national origin, race, color, or veteran status, or otherwise in violation of federal, state or local law.

9. Confidential Information.

- a. The parties acknowledge that in order to perform the service obligations called for in this Agreement, it may be necessary to disclose to each other certain confidential information ("Confidential Information"). Each party agrees that it shall not disclose, transfer, use, copy, or allow access to any such Confidential Information that is marked and identified as Confidential Information to any employees or to any third parties

excepting those who have a need to know such Confidential Information in order to allow Contractor to perform the Services and who have executed a nondisclosure agreement consistent with the provisions hereof.

- b. Neither party shall have any obligation of confidentiality with respect to any information which: (i) is or becomes (through no improper action or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this Agreement; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; (v) is developed independently by the receiving party; or (vi) is obligated to be disclosed by order of a court of competent jurisdiction.
- c. Notwithstanding the foregoing, GTA's obligations hereunder shall be subject to the provisions of the Georgia Open Records Act (O.C.G.A. §50-18-70 *et seq.*), as it may be amended from time to time.

9. License and Ownership.

- a. License. Contractor hereby grants to GTA or to the Agency and irrevocable, nonexclusive, worldwide, fully paid up, royalty-free license and /or sublicense to use, execute, maintain, and display the Intellectual Property and derivative works thereof and to prepare derivative works based upon such Intellectual Property. GTA or the Agency may copy the software provided hereunder as necessary to efficiently utilize such software. Without limiting the generality of the foregoing, such rights shall include copying: (i) for backup, archive or emergency restart purposes; (ii) for disaster recovery and disaster recovery testing purposes; (iii) to migrate the software for use on other computers and/or hardware; and (v) to store the software at any off premise location which GTA or the Agency uses for storage purposes.
- b. Exclusions. Except as expressly permitted by this Agreement, GTA of the Agency agrees that it will not: (i) lease, loan, resell, sublicense, or otherwise distribute the software to parties who are not State of Georgia government entities; (ii) permit third-party access to, or use of, the software, except as permitted in this Agreement; (iii) create derivative works based on the software; (v) reverse engineer, disassemble, or decompile the software; (vi) remove any identification or notices contained on the software. GTA or the Agency will notify Contractor if GTA or the Agency becomes aware of any unauthorized third party access to, or use of, the software.
- c. Ownership. Title to the Devices, Equipment and other deliverables shall remain with the Contractor until they are accepted by GTA or the Agency in accordance with Section 5 above, provided that Contractor shall retain all right, title and interest in the software and any accompanying documentation.

10. Indemnification.

Contractor hereby agrees to indemnify, protect and save harmless the State of Georgia, GTA,

each procuring Agency and the officers, directors and employees of each (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General's office) for bodily injury, property damage and attorney's fees related thereto to the extent caused by gross negligence or willful misconduct of Contractor, its agents, employees, or others working at the direction or on behalf of Contractor, as provide in this Section.

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the Indemnitees, of and from any and all claims, demands, liabilities, losses, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General's office), made by any third party alleging that any Devices or other Equipment or Service, as provided by Contractor, infringes a third party's Intellectual Property rights. Contractor shall be under no obligation to defend or indemnify the Indemnitees as set forth in this Section if such third party claim, suit, or other demand arises out of or relates to:

- (i) Contractor's compliance with GTA or the Agency's specifications,
- (ii) A combination of the Services, Devices or other Equipment with products or services not provided by Contractor or other than in accordance with applicable manufacturer's specifications
- (iii) Information, data, or other content not provided by Contractor unless otherwise approved by Contractor or consistent with the terms of this Agreement.

With respect to any pending or threatened claim, suit or other demand as to which Contractor is the indemnifying party, Contractor shall obtain for GTA, or the Agency the right to continue using the work product, deliverable, Service, Device or other Equipment or alternatively replace or modify the work product, deliverable, Service, Device or other Equipment so that they are functionally equivalent but non-infringing;

- a. The parties agree that nothing in this Agreement shall constitute authorization or direction by Contractor to add software or hardware to the Equipment, unless provided by, or on behalf of Contractor.
- b. If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Trust Fund (the "Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Georgia and the terms of the Fund, Contractor and its insured waive any right of subrogation against the State of Georgia, the Indemnitees and the Fund and insurers participating hereunder, to the full extent of this indemnification.
- c. Contractor shall, at its sole expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage entered into by Indemnitees shall be binding upon Contractor unless approved in writing by Contractor. Upon Contractor's request and subject to approval of the Attorney General of the State of Georgia, GTA will tender defense and control of any such action to Contractor, provided that no settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the State of Georgia unless approved in writing by the State of Georgia.

- d. Contractor's obligation to indemnify any Indemnitee will survive the expiration or termination of this Agreement by either party for any reason.
11. Termination.
- a. Termination for Default. Each party has the right to terminate this Agreement in whole or in part, if the other party breaches or is in default of any material obligation, which default is incapable of cure, or which, being capable of cure, has not been cured within ten (10) days after receipt of notice of such default (or such additional cure period as the nondefaulting party may authorize without limiting the generality of the foregoing, the occurrence of any one or more of the following events shall constitute an event of default:
- (i) Contractor fails to deliver or has delivered nonconforming Services, Devices, or other Equipment, or fails to perform any material requirement of this Agreement; or
 - (ii) Contractor fails to make substantial and timely progress toward performance of this Agreement; or
 - (iii) Contractor suspends or terminates its operation of business or, to the extent permitted by applicable federal or state law, Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law or GTA reasonably believes that Contractor has become insolvent or unable to pay its obligations as they accrue.
- b. Notice of Default. If there is an event of default by Contractor, GTA shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, GTA may:
- (i) Immediately terminate this Agreement, in whole or in part, without additional written notice;
 - (ii) Procure substitute Service, Device or other Equipment, from another source and charge to the Contractor the difference between the pricing set forth in this Agreement and the substitute contract; and/or
 - (iii) Enforce the terms and conditions of this Agreement and seek any contractual, legal or equitable remedies.
- c. Immediate Termination. GTA may terminate this Agreement, in whole or in part, immediately, without notice, if: (i) GTA deems that such termination is necessary to prevent or protect against fraud or otherwise protect GTA's personnel, facilities or services, or (ii) Contractor is debarred or suspended from performing services on any public contracts, or (iii) any certifications or licenses as may be required hereunder are revoked or no longer in effect for any reason, or (iv) Contractor fails to comply with confidentiality laws or provisions, or (v) Contractor furnished any statement, representation or certification in connection with this Agreement or any applicable bidding process which is materially false, deceptive, incorrect or incomplete.

- d. Termination for Convenience. GTA may terminate this Agreement, in whole or in part, and without any penalty, for convenience or without cause upon thirty (30) days prior written notice to Contractor
- e. Termination for Lack of Funding. The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate immediately and without further obligation of GTA as of that moment. The determination of GTA as to the occurrence of the events stated herein shall be conclusive.
- f. Effect of Termination. In the event of termination of this Agreement for any reason, GTA will remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. Upon the termination or expiration of this Agreement:
 - (i) Contractor shall cease all work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs;
 - (ii) Contractor shall comply with GTA's instructions for the timely transfer of any active files and work product produced by Contractor under this Agreement and shall cooperate with GTA or its designee in any transition efforts; and
 - (iii) The parties immediately shall cease using and promptly shall return to each other all papers, materials and other property of the other then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation).

12. Taxes.

- a. All fees payable to Contractor hereunder shall be free of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services, Devices or other Equipment. GTA is exempt from federal excise taxes, state and local sales and use taxes. Upon request, GTA or Agency will provide a certificate of tax exemptions which apply to this Agreement.
- b. Contractor shall be solely responsible for the payment, in a timely manner, of any and all taxes lawfully imposed upon it. Contractor further agrees to indemnify GTA from any loss, cost, claim, damage or expense arising therefrom. By executing this Agreement, Contractor certifies that it either: (i) is registered with the Georgia Department of Revenue, collects and remits State of Georgia sales and use taxes as required by Georgia law; or (ii) is not a "retailer" as defined in O.C.G.A. § 48-8-2. Contractor also acknowledges that GTA may declare this Agreement void or may terminate this Agreement for default if the above certification is false.

13. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL,

EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT APPLY TO: (A) LOSSES OR DAMAGES IN TORT; (B) LOSSES ARISING FROM THE FAILURE TO COMPLY WITH WARRANTY OBLIGATIONS; (C) LOSSES ARISING FROM THE FAILURE TO COMPLY WITH CONFIDENTIALITY OBLIGATIONS; (D) LOSSES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (E) LOSSES ARISING OUT OF CONTRACTOR'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE; OR (F) LOSSES COVERED BY INSURANCE.

14. Insurance.

- a. Contractor shall procure from carriers licensed to transact business in the State of Georgia insurance which shall protect the Contractor and the State of Georgia from any claims for bodily injury, property damage, or personal injury which may arise out of operations under this Agreement. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish to GTA an annual insurance certificate listing the State of Georgia as certificate holder. In addition, the insurance certificate must provide the following information:
 - (1) Name and address of authorized agent;
 - (2) Name and address of insured;
 - (3) Name of insurance company (licensed to operate in Georgia);
 - (4) Description of coverage in standard terminology;
 - (5) Policy period;
 - (6) Policy Number;
 - (7) Limits of liability;
 - (8) Name and address of certificate holder;
 - (9) Acknowledgment of notice of cancellation to the State;
 - (10) Signature of authorized agent;
 - (11) Telephone number of authorized agent; and
 - (12) Details of policy exclusions in comments section of Insurance Certificate.

- b. Contractor is required to maintain the following insurance coverages during the Term of this Agreement:
 - (i) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims.) .
 - (ii) Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
 - (iii) Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Agreement. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between

this policy and the Commercial Umbrella Policy required under this Agreement.

- c. Neither the policy limits nor any other provision of any insurance policy shall be construed as a limitation on the indemnity obligations herein. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to GTA. Certificates of Insurance showing such coverage to be in force shall be filed with GTA prior to commencement of any work under this Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GTA. All such coverage shall remain in full force and effect during the Term and any renewal or extension thereof.

15. Cooperation and Transition.

- a. Contractor, its employees, agents, and assigns, agree to cooperate fully in the defense of any litigation brought against GTA or Contractor relating to the Services, Devices or other Equipment provided hereunder, and each party shall give the other prompt notice of any such claim, demand, suit or proceeding.
- b. In the event that GTA enters into agreements with other contractors or government institutions for additional work related to the Services, Devices, or other Equipment provided hereunder, Contractor agrees to cooperate fully with such other parties. Contractor shall not commit any act which will interfere with the work performed by any third party as set forth herein.
- c. Upon expiration or earlier termination of this Agreement or any Services provided hereunder, Contractor shall accomplish a complete transition of the Services from Contractor to GTA, or to any replacement provider designated by GTA, without any interruption of or adverse impact on the Services or any other services provided by third parties. Contractor shall cooperate fully with GTA or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder.
- d. Contractor shall not commit any act which will interfere with the work performed by any such party as set forth herein.

16. Record Retention and Audit Rights.

Contractor shall, maintain accurate books, records, documents and other evidence concerning Contractor's financial status, billing and service records regarding the provision of the Service, Devices and other Equipment under this Agreement (collectively, "Records") for the latter of five (5) years after the final payment under this Agreement or such period (if any) as is required by applicable statute or for such period (if any) as set forth in the RFP. Contractor's accounting procedures and practices shall conform to generally accepted accounting principles

("GAAP") and the costs properly applicable to this Agreement shall be readily ascertainable therefrom. The State of Georgia, by and through the GTA or State Auditor, shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records. Upon request, Contractor shall deliver the required documentation and records on the date and at the location specified by GTA or State Auditor or other duly authorized officer of the State of Georgia.

17 Independent Contractor.

In its relationship with GTA and the State of Georgia, and for all tax, liability and insurance purposes, Contractor agrees that it is an independent contractor. Contractor shall have the sole right to manage, control and direct the method, manner and means by which the Services are performed. Contractor shall be responsible for compliance with all laws, rules and regulations involving its employees, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of its agents, servants, employees, or suppliers shall become or be deemed to become agents, representatives, or employees of GTA or the State of Georgia. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the State of Georgia. Contractor shall not hold itself out to be an employee or agent of GTA or use the name of GTA in its business in any way.

18 Trading with State Employees.

The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20, *et seq.*, in any respect. Contractor agrees not to employ any individual whose employment would result in a violation of this law.

19 Drug Free Work Place.

If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement. If Contractor is an entity other than an individual, it hereby certifies that: (a) a drug free work place will be provided for the Contractor's employees during the Term of this Agreement. Contractor may be suspended, terminated, or debarred if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3. Contractor may be suspended, termination or debarred if it is discovered that;

- (a) Contractor has made false certification there within;
- (b) Contractor has violated such certification by failure to carry out the requirements of the official code of Georgia annotated Section 50-24-3.

20. Compliance with Laws and this Agreement.

- a. Each party shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, rules and regulations. Contractor shall obtain and maintain, all approvals, permissions, permits, licenses, and other documentation required to comply with the requirements set forth in this Agreement and all applicable laws, rules or regulations.

- b. Certain device, or other equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any other country. Both Parties shall be responsible for complying with all export and re-export laws and regulations which may apply to the providing of or use of certain equipment, software and technical data provided hereunder. Both Parties will comply with all applicable foreign corrupt practices acts.
- c. Contractor certifies that Contractor have been debarred, suspended or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulations 48 C.F.R. Ch. 1 Subpart 9.4. Contractor immediately shall notify GTA if Contractor become debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by any federal entity.

21. Non-exclusivity.

This Agreement is entered into solely for the convenience of the State of Georgia, and in no way precludes GTA, the State or any Agency from obtaining like goods or services from other suppliers.

22. Vendor Lobbyist Certification.

Contractor hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at GTA's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

23. Immigration and Security.

Contractor hereby certifies that, as of the Effective Date of this Agreement, it complies with the Immigration Reform and Control Act of 1986 (IRAC), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90. The form attached hereto as Exhibit B shall be completed by the Contractor certifying compliance with this Act.

24. Assignment and Delegation.

Contractor shall not assign any of its rights or delegate the performance of any of its duties under this Agreement without GTA's prior written consent, which shall not be unreasonably withheld or delayed. Any purported assignment or delegation shall be null and void. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. For the purpose of construing this provision, Contractor's merger or change in control of more than fifty percent (50%) of its direct or indirect legal, beneficial or equitable ownership shall be considered an assignment. Except, where Contractor is required to make an assignment of markets or operating entities based on an order from either the Federal Communication Commission (FCC) or Department

of Justice (DOJ). Contractor shall notify GTA as soon as possible of such order.

24. Fee for Administrative Services.

Contractor agrees to remit to GTA a fee for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.

- a. Contractor shall pay to GTA a Fee equal to one and one half percent (1.5%) of the total dollar amount collected from Agencies for all sales under this Agreement during each Payment Period (excluding sales taxes and adjusted for credits or refunds). Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of October- December- 2013 is due on or before January. 30, 2014). Payments are to be mailed to:

Georgia Technology Authority
47 Trinity Avenue, 6th Floor,
Atlanta GA 30334
Attention: Accounts Receivable

Payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

- b. Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. Usage Reports for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Usage Report for the quarterly Payment Period of Jul. – Sept. 2013 is due on or before Oct. 31, 2013). Each Usage Report shall reflect, at a minimum, the following information for the applicable Payment Period:
 - (a) Contractor's name
 - (b) Contract number
 - (c) Payment Period/quarter
 - (d) Total dollar amount invoiced to Agencies (excluding sales taxes and showing any adjustments for credits or refunds)
 - (e) The number, date, and amount of Contractor's check to GTA.

GTA may require the Contractor to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

25. Miscellaneous.

A. Amendments.

The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be valid unless the same is reduced to writing and signed by both parties.

B. Headings.

The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

C. Waiver.

The parties may waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other party.

D. Severability.

All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties.

F. Remedies.

No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

F. Publicity.

Contractor shall not release without GTA's prior written approval any publicity regarding this Agreement, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor, identifying the State of Georgia, the GTA or any state agency receiving goods or services under this Agreement; however, Contractor may reference this Agreement in proposals for other contracts without GTA approval.

G. Applicable Law and Venue.

The laws of the State of Georgia, U.S.A, without regard to its conflict of laws principles, govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within

Fulton County, Georgia.

H. Counterparts.

The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. No party shall be bound by this Agreement until all parties have executed it.

26. Web Site

Contractor shall develop a website for the State of Georgia that contains at a minimum the following items.

- a.) Current contract
- b.) All Amendments
- c.) Data Plans
- d.) Available Devices
- e.) Anything else for differentiation and product positioning

27. Entire Agreement.

This Agreement, including all exhibits and documents incorporated hereunder, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement and the documents incorporated herein. There are no conditions precedents to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

IN WITNESS WHEREOF the parties have caused the authorized representatives of each to execute this Agreement as of the Effective Date specified above.

GEORGIA TECHNOLOGY AUTHORITY

VERIZON WIRELESS (VAW) LLC (A DELAWARE LLC) d/b/a VERIZON WIRELESS AND CELLCO PARTNERSHIP (A DELAWARE PARTNERSHIP) d/b/a VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP (A DELAWARE LP) d/b/a VERIZON WIRELESS ("VERIZON WIRELESS")

By: 

By: 

Name: CHARLES BROOKS

Name: Todd Loccisano

Title: PROCUREMENT DIRECTOR

Title: Executive Director-Enterprise & Government Contracts

Any notice required or permitted under this Agreement will be sent to the Contract Representative named below, and shall be effective upon receipt as demonstrated by reliable written confirmation (for example, certified mail receipt, courier receipt or facsimile receipt confirmation sheet.) Each party will notify the other if their Contract Representative changes.

To GTA	To Contractor
Georgia Technology Authority	Verizon Wireless
47 Trinity Avenue, 3 rd Floor	One Verizon Place
Atlanta, GA 30334-9006	Alpharetta, GA 30004
Attn: Contract Management	Attn: Rick Long cc: Legal Counsel
Email address: contracts@ga.ga.gov	Email address: Richard.Long@vzw.com
Telephone Number: (404) 463-2300	Telephone Number: (404) 210-4415
Fax Number: (404) 651-5333	Fax Number: (678) 868-2083

ATTACHMENT A
Verizon Response to RFP 9800-GTA794

Fully Executed Date	<u>Description of Revision History to Enterprise Agreement No. 9800-GTA794-V</u>
3/10/2015	<p>Amendment No. 2:</p> <p>The Agreement is amended as follows-</p> <ul style="list-style-type: none"> a. Verizon Networkfleet Hardware & Service Terms & Conditions in the form attached hereto. b. An additional paragraph 17a. is added to the Master GTA as follows: <p><u>17a. Subcontractors</u></p> <p>Upon agreement in writing by GTA, Contractor may engage third-party subcontractors to fulfill some aspects of GTA's requirements for which Contractor cannot otherwise provide as the prime Contractor. Contractor shall remain responsible for the performance, acts or omissions of all of its employees, agents or any permitted subcontractors. GTA shall have the right to request the removal of a subcontractor from this Agreement for good cause. Notwithstanding GTA's request, removal of a subcontractor is at the discretion of the Contractor.</p>
3/31/2016	<p>Amendment No. 4:</p> <p>The existing Agreement is amended by deleting Section 5.2 in its entirety and replacing with the following Section 5.2:</p> <p>5.2 Payment. Each Agency agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that Equipment and Services have been accepted by the Agency as hereinafter provided.</p> <p>5.2.1 Disputed Charges: In the event of disputed charges, within 30 days of the date of the invoice, Agency must provide written notice including the date of the invoice, disputed amounts, the reason for the dispute, and any supporting documentation. The Parties will use their good faith efforts to reconcile the dispute within 60 days of the date of notification. Contractor may temporarily suspend Wireless Service to an Agency's Government Subscribers or deny activation to new Subscribers due to Agency's failure to make payment in accordance with the foregoing provisions. However, Contractor may not terminate or suspend service while any such charges are in dispute.</p> <p>5.2.2 Credits for Interrupted Service: If an answered call in the home airtime rate and coverage area is disconnected because of interference and the Subscriber redials the call within 5 minutes of being disconnected, the Agency may receive a one-minute credit. To receive credit, Agency or Subcontractor must notify Contractor within 90 days after the call is disconnected by calling an airtime and toll-free number that will be provided to Agency. If, due to the fault of Contractor, Subscriber is unable to receive Wireless Service while in the Contractor service area for more than 24 continuous hours, Subscriber will receive a pro rate daily credit for the period without Wireless Service. Credits will not exceed amount of the monthly access charge for the affected Subscriber. To receive credit Contractor must be notified within 90 days after the first bill is received for the period during which the interruption started.</p> <p>5.2.3 Consolidated & Online Reporting/Invoicing: Contractor may consolidate Agency's account usage and billing activity in Contractor licensed markets within 45 to 60 days of the end of each month's billing cycle, and make such information available online, subject to the terms and conditions of the online reporting/invoicing system from time to time upon prior notice to Agency. Such consolidated reporting/invoicing shall be made available to Agency at no additional charge.</p>

11/30/2016

Amendment No. 10:

•**Exhibit A and B:** The Agreement is hereby amended to add Exhibit A (Contractor Affirmations – Scrutinized Companies – O.C.G.A. 50-5-84) and Exhibit B (Contractor Affirmations – Boycott of Israel – O.C.G.A. 50-5-85) to the Agreement. The Exhibit A and Exhibit B require completion. The Exhibit A and B documents are also added to the Agreement and made a part thereof.

•**Term and Renewal:** Is deleted in its entirety and replaced with the following:

The “Term” of this Agreement shall begin on the Effective Date and end on **June 30, 2017**. Thereafter, the Agreement may be renewed upon mutual agreement by Contractor and GTA for an additional five (5) year period beginning on July 1, 2017 and end on **June 30, 2022**. The terms and conditions of this Agreement shall apply during any renewals of the Term. The term of the Services and/or Devices ordered by an Agency hereunder shall begin on receipt of a Purchase Order for each procuring Agency and end upon the completion of the Order.