

Commonwealth of Kentucky

Master Agreement Amendment 2 – AT&T Enterprises, LLC

MA 758 2100000435-1

Reason for Modification:

Amend the Participating Addendum to change the following:

1. Change Vendor's Name from AT&T Corporation to AT&T Enterprises, LLC (thus re-numbering MA 758 2100000435 to MA **758 2100000435-1**)
2. Update Section 5 – Primary Contacts

Section 5. Primary Contacts

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

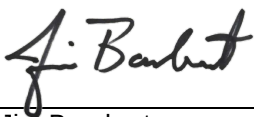
Updated Contractor Account Team:

Name:	Ross Kayser Christopher Scott
Address:	534 Armory Place, Louisville, KY 40202 3504 Topaz Ct., Lexington, KY 40503
Telephone:	(502) 572-6318 (859) 327-7642
Email:	Rk8537@att.com cs6583@att.com

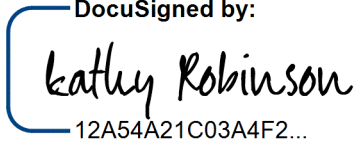
3. Extend this PA through August 11, 2029 per the terms of the AT&T NASPO Agreement, MA149.

All terms and conditions of this NASPO PA / Commonwealth Master Agreement (MA 758 2100000435-1) not specifically amended herein shall remain in full force and effect.

By affixing their signature below, the parties verify that they are authorized to bind this Contract between parties and they accept the terms of this Amendment.

Participating Entity: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: AT&T Enterprises, LLC
Signature: 	Signature: 
Name: Jim Barnhart	Name: Mark Flister
Title: Deputy CIO	Title: Sr. Contract Manager
Date: 8-7-24	Date: 08/06/2024

(Additional Signatures as required by Participating State)

Participating State: Commonwealth of Kentucky Office of Procurement Services (OPS)
Signature:  DocuSigned by: Kathy Robinson 12A54A21C03A4F2...
Name: Kathy Robinson
Title: Executive Director
Date: 8/7/2024



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2100000435

Effective Date: 3/1/21

Record Date: 2/25/21

Expiration Date: 8/11/24

Procurement Folder: 609412

Document Description: NASPO WIRELESS COMMUNICATION SERVICES

Procurement Type: Computer Equipment or Software

Cited Authority: Competitive Negotiations-Computer Goods

Version Number: 1

CONTACT INFORMATION

ISSUER:

Holly McDonald

502-564-6523

holly.mcdonald@ky.gov

VENDOR INFORMATION

Name /Address:

Contact:

KY0034752: AT&T

NANCY SPENCE

3001 COBB PKWY

770-953-5528

nspence@att.com

ATLANTA GA 30339

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

WIRELESS COMMUNICATION SERVICES AND EQUIP

Extended Description:

NASPO VALUEPOINT WIRELESS COMMUNICATION SERVICES AND EQUIPMENT

	Document Description	Page 2
2100000435	NASPO WIRELESS COMMUNICATION SERVICES	

See “Attachment A” for Terms and Conditions. The terms and conditions set out in “Attachment A” are incorporated into and are a part of the Contract.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Wireless Data, Voice, and Accessories
Administered by the State of Utah (hereinafter "Lead State")

NASPO MASTER AGREEMENT
Master Agreement No: MA149
AT&T Corp
(hereinafter "Contractor")
And
Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 2100000435

This Participating Addendum Commonwealth Master Agreement ("PA" or "Participating Addendum") is made this 1 day of March, 2021 (the "PA Effective Date"), between the Commonwealth of Kentucky ("Participating Entity" or "Commonwealth") and AT&T Corp. ("Contractor").

Section 1. Recitals.

- 1.1 AT&T Corp. ("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 "NASPO Master Agreement").
- 1.2 Participating Entity wants to participate in the NASPO Master Agreement pursuant to the terms and conditions of this PA for awarded Categories one (1), two (2), and three (3).
- Category 1: Cellular Wireless Services
 - Category 2: Equipment and Accessories
 - (EXCLUDES tablets and video cameras)
 - Category 3: Turnkey Wireless and IoT Solutions
 - Offered as a Product to include NetMotion, Fleet Manager, Rave, and SmartPrepare.
 - The Commonwealth reserves the right to add other products in the future.

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 this PA (the NASPO Master Agreement and this PA, together with all valid Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the NASPO Master Agreement

Section 3. Authorized Purchasing Entities.

The Commonwealth hereby designates **all government entities** within the Commonwealth of Kentucky, including all State agencies to include all branches of government and political subdivisions to include public safety institutions, public schools and institutions of higher education as authorized Purchasing Entities under this Agreement.

Section 4. Purchase Orders.

Except as set forth herein, all Purchase Orders must reference both the NASPO Master Agreement #MA149-1 and this Participating Addendum Commonwealth Master Agreement, MA 758 2100000435, to be valid. Upon acceptance of any such valid Purchase Order, the corresponding Purchasing Entity will be bound by the terms and conditions of this 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 NASPO Master Agreement number and/or this 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 this 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 this Agreement will not be added to or incorporated into this 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.

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

Lead State:

Name:	Christopher Jennings, Assistant Director
Address:	3140 State Office Bldg., Salt Lake City, UT 84114
Telephone:	(801) 538-3157
Email:	cjennings@utah.gov

Contractor

Name:	Bethani Cross, Client Solutions Executive
Address:	311 S. Akard St., Dallas, TX 75202
Telephone:	(214) 679-9053
Email:	Bethani.cross@att.com

Contractor Account Team:

Name:	Ross Kayser
Address:	534 Armory Place Louisville, KY 40202
Telephone:	(502) 572-6318
Email:	Rk8537@att.com

Participating Entity

Name:	Holly McDonald, Commonwealth Buyer, Finance and Administration Cabinet
Street Address:	702 Capital Ave., Capitol Annex, Rm 095

City, State, Zip:	Frankfort, KY 40601
Telephone:	502-564-6523
Email:	holly.mcdonald@ky.gov

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 this 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 NASPO Master Agreement.

Section 7. Miscellaneous.

7.1 Employee Benefit Program. The Contractor shall provide a state employee benefit program. The Contractor shall provide employees of the Purchasing Entity a fifteen percent (15%) employee discount on eligible personal wireless services, available consumer promotional pricing for devices, and waived Start of Service and Upgrade fees.

7.2 Upgrades. The Contractor shall allow for an upgrade every eighteen (18) months.

7.3 Activation/Suspension Fees. The Commonwealth shall not be charged an activation fee or suspension fee for government liable lines.

7.4 New Technology. Any new equipment that is commercially available and approved for use on the AT&T Wireless network shall be available for the Commonwealth to procure immediately.

7.5 Equipment. Notwithstanding anything to the contrary set forth in NASPO MA 149, Attachment AA, the Contractor shall have available device(s) for \$0.99 for new activations or upgrades.

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 NASPO 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 this Agreement, the Parties Acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising this Agreement, the following order of precedence will control: (a) this PA; (b) the NASPO Master Agreement; and (c) any valid Purchase Order issued in connection therewith/.

Section 10. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of The Commonwealth of Kentucky.

Section 11. Custom FirstNet Mobile Plans – Agency Paid.

Provided Participating Entity remains in full compliance with the terms and conditions of this Agreement, and subject to all corresponding conditions set forth in this §11 (including all sub-sections and Tables), AT&T will provide Participating Entity and its eligible CRUs the custom FirstNet Mobile Plans described in §11 (the “Custom FirstNet Mobile Plans”). The Custom FirstNet Mobile Plans are available for the term of this Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with this Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans’ corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §11. and the applicable Sales Information, this §11. will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participating Entity’s account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers. For all Custom FirstNet Mobile Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice. The term “MSC” in the tables below means “Monthly Service Charge.”

TABLE 11.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$15.99 MSC	\$25.99 MSC	\$41.00 MSC	\$227.00 MSC	\$412.00 MSC	\$1917.00 MSC	\$3682.00 MSC
For use with a subsidized device	\$35.99 MSC	\$45.99 MSC	\$61.00 MSC	\$247.00 MSC	\$432.00 MSC	\$1937.00 MSC	\$3702.00 MSC

TABLE 11.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES

Add-a-Line For use with an unsubsidized device	\$10.99 MSC
Add-a-Line For use with a subsidized device	\$22.99 MSC

TABLE 11.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$12.00 MSC*	\$15.99 MSC	\$22.99 MSC	\$220.00 MSC	\$405.00 MSC	\$1910.00 MSC	\$3675.00 MSC

For use with a subsidized device	\$22.00 MSC	\$25.99 MSC	\$32.99 MSC	\$230.00 MSC	\$415.00 MSC	\$1920.00 MSC	\$3685.00 MSC
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TABLE 11.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	\$44.99	\$39.99	\$36.40

TABLE 11.5
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$9.99 MSC
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$17.99 MSC

TABLE 11.6
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 MSC
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TABLE 11.7
CUSTOM AT&T DYNAMIC TRAFFIC SAFETY MANAGEMENT – PUBLIC SAFETY
FOR EXTENDED PRIMARY USERS

AT&T Dynamic Traffic Management – Public Safety, per Agency Paid User, per Month	\$7.50 (after \$7.50 credit)
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Table 11.8
Custom AT&T Fleet Manager For Government FirstNet Plans

PLANS	
Plan	Monthly Service Charge
FirstNet Fleet Manager 5MB Pooled 4G LTE Plan	\$2.75
FirstNet Fleet Manager 10MB Pooled 4G LTE Plan	\$3.49
FirstNet Fleet Manager Enterprise Pro Service Plan	\$21.50
FirstNet Fleet Manager 50MB Pooled 4G LTE Plan	\$5.49
FirstNet Fleet Manager Enterprise Pro Plus Service Plan	\$21.71
Optional – Priority for Extended Primary	\$2.00

Section 12. Custom FirstNet Mobile Plans – Subscriber Paid.

In addition to FirstNet Mobile Plans available to Participating Entity and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participating Entity hereby authorizes AT&T to provide such individuals with the discounts set forth in §12 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participating Entity must remain eligible for the Custom FirstNet Mobile Plans described in §11 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participating Entity, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

TABLE 12.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$25.99	\$41.00	\$10.99	\$15.99	\$22.99

TABLE 12.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$44.99	\$36.40

Section 13. Custom Offers.

Provided Participating Entity remains in full compliance with the terms and conditions of this Agreement, and subject to all corresponding restrictions and conditions set forth in this §13 (including all sub-sections and Tables), Contractor will provide Participating Entity and its eligible CRUs the following custom offers: (a) the custom AT&T Business National Flat Rate Plan described in §13.1 herein (the “Custom Business National Flat Rate Plan”); (b) the custom AT&T Pooled Data Connect 5G Plan described in §13.2 herein (the “Custom Pooled Data Connect Plan”); (c) the custom pooled voice only plans described in §13.3 herein (the “Custom Pooled Voice Only Plans”); (d) the custom pooled plans with unlimited data described in §13.4 herein (the “Custom Pooled Plans with Unlimited Data”); (e) the custom integrated tethering plans described in §13.5 herein (the “Custom Integrated Tethering Plans”; and (f) the custom AT&T Fleet Manager for Government pricing described in §13.6 herein (the “Custom Fleet Manager Plans”) (the, Custom Business National Flat Rate Plan, the Custom Pooled Data Connect Plan, the Recurring Credits, the Custom Pooled Voice Only Plan the Custom Pooled Plans with Unlimited Data, the Custom Integrated Tethering Plans, and the Custom Fleet Manager Plans are, at times, referred to together herein as the “Custom Offers”). **The Custom Offers are expressly conditioned upon the terms and conditions of §14 herein.** The Custom Offers are available for the term of this Agreement. The Custom Offers are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offers are not available to IRUs. In accordance with the Agreement, each of the Custom Offers is subject to its underlying offer’s corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and

conditions of this §13 and the applicable Sales Information, this §13 will control. Notwithstanding the foregoing, Custom Offers will only be provided if Participating Entity's account is active and in good standing with respect to the applicable CRU.

13.1 Custom Business National Flat Rate Plan.

In order to be eligible for the Custom Business National Flat Rate Plan, Participating Entities must maintain a monthly average of one hundred (100) billable minutes of use per CRU measured across all its CRUs activated on the Custom Business National Flat Rate Plan. The Custom Business National Flat Rate Plan is NOT eligible for the Service Discount.

Table 13.1
Custom Business National Flat Rate Plan

Monthly Service Charge	\$9.38
Home Airtime Rate	\$0.10 per minute
Nationwide Long Distance	Included
Domestic Roaming	Included
Mobile-to-Mobile Minutes	Not Included
Night / Weekend Minutes	Not Included

13.2 Custom Pooled Data Connect Plan.

Contractor will provide Participating Entities and their qualified CRUs with the standard AT&T Pooled Data Connect 5G Plan (the "Standard Pooled Data Connect 5GB Plan") for a Monthly Service Charge of \$37.50. The Custom Pooled DataConnect Plan is NOT eligible for the Service Discount.

13.3 Custom Pooled Voice Only Plans.

The following applies to the Custom Pooled Plans: the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information. The Custom Plans are further described in Table 13.3.

TABLE 13.3
CUSTOM POOLED VOICE ONLY PLANS

	GOV Pooled Add A Line	GOV Pooled 300 Plan	GOV Pooled 400 Plan
Monthly Service Charge	\$15.99	\$39.00	\$44.00
Anytime Minutes	N/A	300	400
Voice Overage Rate	N/A	\$0.25	\$0.25
Included Nights & Weekend Minutes	N/A	5000	5000
Included Mobile to Mobile Minutes	N/A	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included
Domestic Roaming	Included	Included	Included

Monthly Service Charge Discount	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A
Unlimited Text	N/A	Yes	Yes

13.4 Custom Pooled Plans with Unlimited Data.

The following applies to the Custom Pooled Plans with Unlimited Data: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information; and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information. The Custom Plans with Unlimited Data are further described in Table 13.4.

TABLE 13.4
CUSTOM POOLED PLANS WITH UNLIMITED DATA

	GOV Pooled Add A Line	GOV Pooled 300 Plan	GOV Pooled 400 Plan
Monthly Service Charge	\$35.99	\$48.75	\$49.82
Anytime Minutes	N/A	300	400
Voice Overage Rate	N/A	\$0.25	\$0.25
Included Nights & Weekend Minutes	N/A	5000	5000
Included Mobile to Mobile Minutes	N/A	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included
Domestic Roaming	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A
Included Domestic Data Access	N/A	Unlimited	Unlimited
Unlimited Text	N/A	Yes	Yes

13.5 Custom Integrated Tethering Plans.

The following applies to the Custom Integrated Tethering Plans: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information, and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information. The Custom Integrated Tethering Plans are further described in Table 13.5.

TABLE 13.5
CUSTOM INTEGRATED TETHERING PLANS

	GOV Pooled Add A Line	GOV Pooled 300 Plan	GOV Pooled 400 Plan	GOV Pooled 600 Plan	GOV Pooled 1000 Plan
Monthly Service Charge	\$44.99	\$52.75	\$53.82	\$70.43	\$82.13
Anytime Minutes	N/A	300	400	600	1000
Voice Overage Rate	N/A	\$0.25	\$0.25	\$0.25	\$0.25
Included Nights & Weekend Minutes	N/A	5000	5000	Unlimited	Unlimited
Included Mobile to Mobile Minutes	N/A	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A	N/A	N/A
Unlimited Text	N/A	Yes	Yes	Yes	Yes
Tethering & Mobile Hotspot: Includes up to 10GB per line per month. After 10GB, tethering speed will be slowed to a max of 128Kbps for the rest of the bill cycle (except for these products: Connected Cars, Hot Spots, and Wireless Home Phone and Internet).					

13.6 Custom Fleet Manager Offer.

TABLE 13.6
Custom Fleet Manager Plans

	AT&T Fleet Manager Advanced	AT&T Fleet Manager Winter OPS
Monthly Service Charge	\$15.68	\$31.00

Section 14. Exclusivity.

Participating Entity acknowledges and agrees that (a) Contractor will be Participant's exclusive provider of wireless service for the Commonwealth of Kentucky Executive Branch agencies. and (b) all the Custom Offers are expressly contingent on §14(a). Subject to the terms and conditions of this §14, in the event Contractor is not Participant's exclusive provider of wireless service, Contractor may, at its sole discretion (i) terminate all Custom Offers; and/or (ii) terminate this PA. In the event Contractor adds to or enhances Service coverage in the applicable geographic regions, then Contractor will be Participant's exclusive provider for wireless Service in those regions as soon as reasonably practical. Contractor will meet with Participant quarterly to review any changes to Contractor's Service coverage. If Participant notifies Contractor about lack of Service coverage in a specific location, and Contractor concurs that it cannot provide a Service solution there, then Participant may choose another wireless service provider for that specific need.

Section 15. Split Discount. Participant hereby exercises its right to retain a portion of the IRU Service Discount. IRUs will receive the first fifteen percent (15%) of the IRU Service Discount, and Participant will receive the remaining two percent (2%). Contractor will calculate Participant's portion of the IRU Service Discount each calendar quarter, and will pay it to Participant within a commercially reasonable time after the end of the corresponding calendar quarter.

Section 16. Reporting and Administrative Fees.

Contractor shall remit to Participating Entity an administrative fee in the amount of two percent (2%) of all CRU's Total Wireless Spend. CRU's Total Wireless Spend means, with respect to the administrative fee, the total amount of the charges set forth on the invoices sent by Contractor to Participating Entities under the Participating Addendum, less taxes, fees and surcharges. Regulatory Fees and Surcharges include, but are not limited to, the FUSF/UCC (Federal Universal Service Fee / Universal Connectivity Charge), the AEF (Administrative Expense Fee), the FRF (Federal Regulatory Fee), the PTA (Property Tax Allotment), the FARF (Federal Access Recovery Fee), the CLC (Carrier Line Charge), and the SLC/EUCL (Subscriber Line Charge / End User Carrier Line charge). Unit prices are inclusive of the administrative fee and Contractor is not to charge the fee directly in the form of a separate line item.

Quarterly Reporting and Fee Remittance:

Contractor shall submit to Participating Entity a Sales Report documenting all CRU's Total Wireless Spend, made during the applicable reporting period and such submission, including any supplemental information submitted, is deemed a public record.

Quarterly Sales Reports shall be emailed to Jim Barnhart, Deputy CIO, at jim.barnhart@ky.gov and Holly McDonald, Commonwealth Buyer, at holly.mcdonald@ky.gov. The Sales Report shall be submitted no later than forty-five (45) days after the end of each calendar quarter, and the related administrative fee shall be remitted no later than sixty (60) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report will contain the following information:

- Complete and accurate details of all sales, credits, and the like for the reporting quarter;
- Purchasing Entity Foundation Account Name;
- Total of convenience fee amount due; and
- If no sales were made to Participating Entity during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

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

Payment of Administrative Fee:

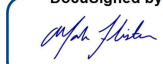
The Contractor shall timely remit Administrative Fees via check, including reference to the Commonwealth Master Agreement MA 758 2100000435, and mailed to the address below:

Commonwealth Office of Technology
 ATTN: Jim Barnhart
 101 Cold Harbor Dr.
 Frankfort, KY 40601

Section 17. Entire Agreement.

This Participating Addendum, and the NASPO Master Agreement (number MA149 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO Master Agreement and its exhibits, by any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

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

Participating Entity: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: AT&T Corp.
Signature: 	Signature: 
Printed Name: Jim Barnhart	Printed Name: Mark Plister
Title: Deputy CIO	Title: Sr. Contract Manager
Date: 2-24-21	Date: 2/23/2021

[Additional signatures required by the Participating Entity]

Participating Entity: Commonwealth of Kentucky Office of Procurement Services
Signature: 
Printed Name: Joan Graham
Title: Executive Director
Date: 2/25/2021

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.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

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

PA@naspovaluepoint.org

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