

**AGENCY SUBSCRIPTION AGREEMENT**  
**AGENCY AGREEMENT**  
**UNDER**  
**ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES**  
**BETWEEN**  
**GEORGIA TECHNOLOGY AUTHORITY**  
**AND**  
**CONTRACTOR MOBILITY NATIONAL ACCOUNTS LLC**

This Agency Agreement (hereinafter the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (hereinafter the "Effective Date") by and between AT&T Mobility National Accounts LLC, whose principal place of business is located at 1025 Lenox Blvd NE, Atlanta GA 30319 (hereinafter referred to as "Contractor"), and, Gordon County with an office at 201 N. Wall Street, Calhoun, Ga. 30701

(hereinafter the "Agency"), under the Georgia Technology Authority's ("GTA") Enterprise Agreement for Equipment and Services No.GTA000794 dated December 30, 2013 (hereinafter the "State Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Services") to any and all State of Georgia entities, including but not limited to, departments, agencies, authorities, commissions, boards, colleges and universities, counties, cities, townships and other political subdivisions of the State of Georgia. Agency and Contractor are sometimes referred herein individually as a "Party" or collectively as the "Parties."

1. Authority to Purchase. By signing below, the Agency represents and warrants that it is eligible and authorized to purchase Equipment and Services from the State Contract. Agency agrees upon Contractor's request to furnish Contractor with documentation to demonstrate the Agency is authorized to purchase from the State Contract.
2. Equipment and Services. The Agency acknowledges and agrees that all purchase orders for Equipment and Service issued by the Agency pursuant tot this Agreement are subject to the terms and conditions of the State Contract. Any terms and conditions contained in a purchase order or in any acknowledgement or acceptance of a purchase order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void. In the event of a conflict between this Agreement and the State Contract, the terms and conditions of the State Contract shall have precedence.
3. Incorporation by Reference. The State Contract as may be amended from time to time, including all Attachments, is hereby incorporated by reference into this Agreement with the same force and effect as if it were given in full text.
4. GTA Not Liable for Agency Purchases. The Agency acknowledges and agrees that it shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the Agency pursuant to this Agreement.

5. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

Agency:	Contractor: AT&T Mobility National Accounts, LLC
<u>Gordon County Board of Commissioners</u>	_____
ATTN: Attn: Contracts/Compliance	
<u>201 North Wall street</u>	7229 Parkway
Drive	
<u>Calhoun, GA 30701</u>	Hanover, MD
21076	

6. E-Rate. Agencies who are applying for E-Rate funding will be required to sign a E-Rate Rider in addition to this Agency Agreement.

7. Custom Plans

7.1 Custom FirstNet Mobile Plans – Agency Paid. Provided the Customer remains in full compliance with the terms and conditions of the Participation Agreement, and subject to all corresponding conditions set forth in this §7 (including all sub-sections and Tables), Vendor will provide the State and its eligible CRUs the custom FirstNet Mobile Plans described in §7.1 (the “Custom FirstNet Mobile Plans”). The Custom FirstNet Mobile Plans are available for the term of the Participation 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 the Participation Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard Sales Information for the FirstNet Mobile-Pooled Plan and FirstNet Mobile-Unlimited Plan, with such Sales Information incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §7.1 and the applicable Sales Information, this §7.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if the Customer’s account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for any other discount provided under the Participation Agreement, nor any other discounts or promotions otherwise available to the Customer. For all Custom FirstNet Mobile Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 7.1.1  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000G B</b>
<b>For use with an unsubsidized device</b>	\$15.99 MSC*	\$24.60 MSC	\$36.10 MSC	\$207.00 MSC	\$377.00 MSC	\$1,779.0 0 MSC	\$3,480. 00 MSC
<b>For use with a subsidized device</b>	\$35.99 MSC	\$44.60 MSC	\$56.10 MSC	\$227.00 MSC	\$397.00 MSC	\$1,799.0 0 MSC	\$3,500. 00 MSC

\*MSC means Monthly Service Charge

**TABLE 7.1.2  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

<b>Add-a-Line For use with an unsubsidized device</b>	\$12.99 Monthly Service Charge
<b>Add-a-Line For use with a subsidized device</b>	\$24.99 MSC

**TABLE 7.1.3  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000G B</b>
<b>For use with an unsubsidized device</b>	\$12.00 MSC*	\$19.00 MSC	\$31.00 MSC	\$220.00 MSC	\$405.00 MSC	\$1,910.0 0 MSC	\$3,675. 00 MSC
<b>For use with a subsidized device</b>	\$22.00 MSC	\$29.00 MSC	\$41.00 MSC	\$230.00 MSC	\$415.00 MSC	\$1,920.0 0 MSC	\$3,685. 00 MSC

**TABLE 7.1.4  
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	<b>Unlimited Enhanced for Smartphones</b>	<b>Unlimited Standard for Smartphones</b>	<b>Unlimited for Data- only Devices</b>
<b>Monthly Service Charge</b>	\$50.00	\$40.00	\$37.00

**TABLE 7.1.5  
CUSTOM FIRSTNET ENHANCED PUSH TO TALK PLANS**

<b>Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone</b>	\$9.99 Monthly Service Charge
<b>Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone</b>	\$22.00 Monthly Service Charge

**TABLE.7.1.6  
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

<b>Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets</b>	\$2.00 Monthly Service Charge
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7.2 Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Customer and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Customer hereby authorizes AT&T to provide such individuals with the discounts set forth in §7.2 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Customer must remain eligible for the Custom FirstNet Mobile Plans described in §7.1 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 Customer, 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 7.2.1  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	<b>For use with Smartphone 2GB</b>	<b>For use with Smartphone 5GB</b>	<b>For use with Feature Phone 100MB</b>	<b>For use with Tablet 2GB</b>	<b>For use with Tablet 5GB</b>
<b>Monthly Service Charge</b>	\$24.60	\$36.10	\$12.99	\$19.00	\$31.00

**TABLE 7.2.2  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED  
PLANS**

	<b>Unlimited Smartphone Plan (without tethering)</b>	<b>Unlimited With Tethering Smartphone Plan</b>	<b>Unlimited with Tethering Tablet Plan</b>
<b>Monthly Service Charge</b>	\$40.00	\$50.00	\$37.00

7.3 Custom Equipment Offer. The Custom Equipment Offer (a) requires activation with new FirstNet Service on the applicable Equipment; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to Customer’s Entities including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate data solutions provider and; (e) remains subject to availability limitations. The Custom Equipment Offer is not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans.

**Table 7.3.1  
Custom Equipment Offer**

<b>CUSTOM EQUIPMENT</b>	<b>EQUIPMENT PRICE*</b>	<b>CONDITIONS</b>
iPhone 7 32 GB iPhone 6s 32 GB Galaxy S7 B 32 GB DURAFORCE XD (E6790) 16 GB	\$0.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
Sonim XP5	\$0.99	Must be activated with a FirstNet Voice Only Plan with an MSC of \$22.00 or higher
DURA XE(E4710) 8 GB	\$0.99	Must be activated with a FirstNet Voice Plan with an MSC of \$22.00 or higher with ePTT
Sonim XP7	\$99.99	Must be activated with a FirstNet SmartPhone Plan with an MSC of \$39.00 or higher with ePTT
Sonim XP7	\$129.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
AT&T Unite Explore	\$0.99	Must be activated with a FirstNet Data Only Plan with an MSC of \$40.00 or

		higher
iPhone 7+ 32 GB	\$119.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
Galaxy S7 Edge S	\$129.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
Galaxy S8 64 GB	\$199.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher

\*Applicable Taxes will be charged

8. Entire Agreement. This Agreement (and any Attachments and other documents incorporated herein, by reference or otherwise) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendments to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

Agency: Gordon County

AT&T Mobility National Accounts LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_