

SEP 22 2020 County Clerk Hunt County, T

AT&T CORPORATE DIGITAL ADVANTAGE AGREEMENT Version 13-A

#110.386

Contract Request Number: 85859843

Company Legal Name ("Customer"): D/B/A:	HUNT COUNTY SHERIFF LE
Street Address:	2700 JOHNSON ST
City, State, Zip Code: Main Telephone Number: Authorized Representative & Primary Contact –	GREENVILLE , TX , 75401 9034536894
Name: Email Address:	BUDDY OXFORD woxford@huntcounty.net

Agreement: This AT&T Corporate Digital Advantage Agreement between Customer, on behalf of itself and as agent for its Affiliates, and AT&T Mobility National Accounts LLC ("AT&T"), on behalf of itself and as agent for the Carriers, consists of (a) this Cover Page, (b) the attached AT&T Corporate Digital Advantage Program Description (the "Program Description"), (c) the General Terms and Conditions in effect on the Effective Date and found at the Program Website ("General Terms and Conditions"), and (d) all AT&T materials incorporated by reference in the foregoing, such as applicable Attachments found at the Program Website and Sales Information, and the AT&T Acceptable Use Policy found at www.att.com/legal/terms.aup.html (collectively, the "Agreement").

Program Website: www.att.com/cda

The Agreement is for an initial term beginning on the Effective Date and continuing for TWO (2) years. At the end of this initial term, the Agreement will automatically renew for successive one (1) year terms unless either party gives the other party notice of its intent not to renew at least ninety (90) days prior to the end of the then current term. The "Effective Date" is the date Customer accepted the Agreement via AT&T's Agreement Acceptance process.

PROGRAM DESCRIPTION

1. <u>Service</u>. AT&T, through Carriers, will provide Service to Customer, its Affiliates and their respective Employees. Employees may receive Service under the Agreement as CRUs or IRUs.

2. Corporate Digital Advantage Program Eligibility Requirements.

- 2.1. Eligibility Requirements. Customer must at all times meet the following program eligibility requirements in AT&T Markets:
 - 2.1.1. Minimum End User Requirement. Customer must have at least 6 End Users receiving Service at all times.
 - 2.1.2. Minimum Revenue Requirement. Customer must generate Service Revenue of at least \$3,000 per Term Year.

2.2. Program Components. In the event customer fails to comply with the eligibility requirements of §2.1, Customer is no longer eligible for the Service Discount or any other program components, and AT&T may immediately discontinue provisioning all such program components in addition to pursuing any other remedies available under the Agreement.

3. Service Discount and Monthly Volume Contribution.

3.1. Generally. Subject to the restrictions set forth in this Section, AT&T will provide Customer with the Service Discount specified in Table 3.1 below based on Customer's Monthly Volume. All Qualified Charges incurred by Customer, its Affiliates and their respective CRUs in AT&T Markets contribute towards the Monthly Volume. AT&T may restrict certain Plans or certain other discount programs from either contributing to Customer's Monthly Volume or qualifying for the Service Discount or both. AT&T will advise Customer if such restrictions apply. AT&T will only apply the Service Discount to the Monthly Service Charge of eligible Voice Service and Wireless Data Service Plans. It may take several billing cycles for the Service Discount to be applied.

Table 3.1

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Service Discount Service Discount Service Discount Monthly Volume for CRUs For IRUs \$250 - \$3,749 8% 8% \$3,750 - \$7,999 9% 9% \$8,000 - \$32,999 10% 10% \$33,000 - \$57,999 11% 11% \$58,000 - \$307,999 13% 13% \$308,000 - \$390,999 14% 14% \$391,000 - \$499,999 15% 14% \$500,000 - \$665,999 16% 14% 14% \$666,000 - \$915,999 17% \$916,000 and higher 18% 14%

4. <u>Sponsorship Program</u>. Employees may elect to participate in the Sponsorship Program as IRUs. Employees must be validated in order to become IRUs, and any Employees not so validated will not be IRUs under the Agreement and will not receive corresponding program benefits.

4.1. Program Activation Processes and Procedures. Each IRU participating in the Sponsorship Program: (a) must enter into, and be individually responsible for complying with an IRU Service Agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen Plan and to pay all charges incurred under the IRU Service Agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by AT&T from time to time, including without limitation paying any applicable enrollment fees.

4.2. **Sponsorship Program Features.** Under the Sponsorship Program: (a) IRUs may choose from select Plans available to Customer within each AT&T Market (provided they qualify for the chosen Plan); (b) IRUs will receive the MSC Service Discount in accordance with §3 of the Program Description; (c) Qualified Charges incurred by IRUs will contribute to Customer's Monthly Volume in accordance with §3 of the Program Description; and (d) IRUs and their usage will contribute to Customer's eligibility requirements set forth in §2 of the Program Description.

4.3. Marketing Assistance. Customer will assist AT&T in obtaining Employees' participation in the Sponsorship Program as follows:

- Posting and maintaining a hyperlink from Customer's intranet site for Employee-related benefits to the att.com landing page established for Customer's IRUs;
- Posting AT&T-provided Sponsorship Program flyers or digital signage in break room(s) and/or other Employee common area(s) of Customer's main campus at least once per calendar quarter;
- Permitting AT&T sales representatives to participate in two (2) "onsite events" per year at the Customer's main campus, the date and time of which shall be mutually agreed upon by the parties; and
- Any other mutually agreed upon marketing efforts, which shall be documented in a writing signed by both parties.
- Financial Responsibility. Customer must pay for all charges incurred under the Agreement, regardless of whether such charges were
 incurred by Customer, its Affiliates or their respective CRUs. Customer is not liable for any charges incurred by IRUs under this Agreement or
 any IRU Service Agreement.

6. Invoicing Options. With respect to Service, Customer will have the invoicing options set forth in this §6.

6.1. Consolidated Invoicing. Under consolidated invoicing, AT&T will provide an online invoice to Customer each month that consolidates all CRUs' Service charges for the preceding monthly billing cycle, except as may otherwise be noted in applicable online or printed terms and conditions of an AT&T offer, product, service, or Plan. This invoicing method is only available through Premier. Consolidated invoicing is not offered in conjunction with Corporate Responsibility User invoicing. Customer must promptly notify AT&T of any Numbers to be added or deleted from Customer's online invoice.

6.2. Corporate Responsibility User Invoicing. Under Corporate Responsibility User invoicing, AT&T will provide invoices to Customer's CRUs each month that set forth such CRUs' Service charges for the preceding monthly billing cycle. Corporate Responsibility User invoicing is not offered in conjunction with consolidated invoicing.

7. <u>Cancellation Fee</u>. In the event AT&T offers and Customer elects to purchase Equipment with a service commitment, the service commitment begins either on the date (a) the Equipment is activated with a new CRU line of Service or (b) an existing CRU line under the Agreement is upgraded to the Equipment (with or without a migration to a different Plan). For each CRU that is terminated from Service more than 30 days after activation ACDA acda_standalone_attainment_06-16-2019 v13-A.



but prior to the expiration of the applicable service commitment, Customer agrees to pay AT&T with respect to each device identifier or Number assigned to such CRU, in addition to all other amounts owed, a Cancellation Fee in the amount specified below ("Cancellation Fee"). The Cancellation Fee for certain specified Equipment (e.g., smartphones) will be \$325 minus \$10 for each full month toward the service commitment that the CRU completes. (For a complete list of the specified Equipment, check www.<u>att.com/equipmentETF.</u>) Otherwise, the Cancellation Fee will be \$150 minus \$4 for each full month toward the service commitment that the CRU completes. The Cancellation Fee is not a penalty, but rather a charge to compensate AT&T for Customer's failure to satisfy the service commitment. For the avoidance of doubt, Customer will not pay any Cancellation Fee(s) under one of AT&T's device installment plan pricing options described in the applicable online Attachment found at the Program Website). Customer acknowledges and agrees that porting a CRU's Number to a non-AT&T service provider before the end of the applicable service commitment constitutes a termination subject to this Cancellation Fee. Customer may terminate a CRU's Service within the first 30 days after activation without incurring a Cancellation Fee, but equipment restocking or other fees may apply. Customer should refer to AT&T's returns policy at www.wireless.att.com/cell-phone-service/legal/return-policy.jsp, or such other site as AT&T may designate from time to time, for additional details.

8. <u>Customer's Affiliates</u>. Customer agrees that any of its Affiliates receiving Service under the Agreement meet, and will continue to meet throughout the term of the Agreement, the definition of "Affiliate" set forth in the General Terms and Conditions.

9. Resale and Other Prohibited Uses. Customer, its Affiliates (if applicable) and their respective CRUs are not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third-parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

<u>Definitions</u>. In addition to terms defined elsewhere, these terms have the following meanings in the Agreement:

10.1. "CRU" and "Corporate Responsibility User" mean an Employee receiving Service under Customer's account.

10.2. "Effective Date" means the effective date of this Agreement.

10.3. "Employees" means Customer's or its Affiliates current, validated personnel receiving Federal W-2 or K-1 tax treatment.

10.4. "End Users" means CRUs and IRUs, collectively.

10.5. "IRU" and "Individual Responsibility User" mean an Employee receiving Service under an individual account in accordance with the Sponsorship Program.

10.6. "IRU Service Agreement" means a separate wireless service agreement between an IRU and AT&T for Service, Equipment and related matters.

10.7. Monthly Service Charge" means the set fee charged monthly for use of the Service available with a particular Plan (i.e., the monthly "plan charge", not the monthly per device "access charge", if any).

10.8. Monthly Volume" means the monthly volume of Qualified Charges for purposes of determining the Service Discount.

10.9. **"Non-Qualified Charges"** refers to the following charges: (a) charges for long distance service, (b) all charges for local landline interconnect, toll services and other charges arising from or related to wireless operators providing long distance service, (c) monthly access charges related to AT&T's abbreviated dialing code product, (d) all charges for Equipment, (e) roaming charges if not using AT&T's wireless network, (f) charges for other goods and services that Customer, a CRU and/or an IRU authorizes to be charged through the wireless bill; (g) shipping and handling charges; (h) all Taxes; and (i) all other charges not described as "Qualified Charges" herein.

10.10. "Qualified Charges" refers to the following undiscounted Service charges: (a) one-time charges for AT&T Mobile Services activation and conversion, (b) the Monthly Service Charge, (c) home wireless usage charges, (d) roaming charges incurred by Numbers provisioned from AT&T Markets while roaming in other AT&T Markets and using AT&T's wireless network, (e) charges for detail billing, (f) charges for tethering if using AT&T's wireless network, (g) charges for additional wireless service features such as voice mail if using AT&T's wireless network, but excluding enhanced features such as directory assistance or fee-based information services, and (h) monthly recurring access charges for qualified Supplemental Services identified at att.com/abs-addtl-terms from time to time.

10.11. "Service Discount" means a monthly discount on eligible AT&T Mobile Services, applied to an End User's Monthly Service Charges as described in this Program Description.

10.12. "Service Revenue" means revenue from Qualified Charges realized by AT&T.

10.13. "Term Year" means any year of the term of the Agreement, including any renewal year.

10.14. <u>Incorporation of Agreement</u>. The terms, conditions and defined terms set forth in all documents comprising the Agreement including, without limitation, the Cover Page, this Program Description, the General Terms and Conditions, and other applicable online terms and conditions, apply throughout all such documents.

Rev. 6/16/2019



11. <u>Incorporation of Agreement</u>. The terms, conditions and defined terms set forth in all documents comprising the Agreement including, without limitation, the Cover Page, this Program Description, the General Terms and Conditions, and other applicable online terms and conditions, apply throughout all such documents.

By accepting the Agreement on behalf of Customer, I am representing and warranting that:

(a) all Customer information is complete and accurate;

(b) I have reviewed and understand, and agree on behalf of Customer to, all of the terms and conditions of the Agreement, including, without limitation, the Program Description set forth above and the General Terms and Conditions incorporated by reference and found at www.att.com/cda;

(c) I am authorized to sign the Agreement for Customer, and I intend to form a legally binding contract on its behalf. I agree to be personally and primarily responsible for, and guarantee payment and performance under, the Agreement, jointly and severally with Customer, if I am not so authorized or if any information provided by me is false.

I understand Customer will not be able to participate in, or obtain wireless service under, the AT&T Corporate Digital Advantage Program until I sign the Agreement via AT&T's Agreement Acceptance process.

CUSTOMER SIGNATURE By Customer's Authorized Representative	Via AT&T's Agreement Acceptance Process	
The Witte		
Dully Stovall		
Bobby Tids		
County Judg-		