

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

PURCHASING ENTITY: HENDERSON COUNTY SCHOOLS

This Sub-Participating Addendum (the "Sub-PA") is effective when signed by both Parties (the "Sub-PA Effective Date"), between Henderson County Schools ("Purchasing Entity"), and AT&T Corp. ("Contractor" or "AT&T") (Purchasing Entity and AT&T are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

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

1.2 Pursuant to a Participating Addendum by and between Contractor and the Commonwealth of Kentucky, Contract Number MA758-2100000435 dated March 1, 2021 (the "PA"), Purchasing Entity is authorized to purchase Service, Equipment and related products from Contractor under the terms of the Contract and the PA.

1.3 As authorized by the Contract, and in addition to the standard Service, Equipment and related products available through the PA, Purchasing Entity wants to receive certain unique offers under the PA that will apply only to Purchasing Entity.

1.4 Contractor is willing to provide Purchasing Entity with such unique offers subject to the terms and conditions of the Sub-PA.

1.5 Purchasing Entity wants to participate in the Contract pursuant to the terms and conditions of the Sub-PA.

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, Purchasing Entity and Contractor hereby agree to the terms and conditions of the Sub-PA (the Contract and the PA, and the Sub-PA, together with all valid Purchase Orders submitted to Contractor by Purchasing Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the Sub-PA have the meanings ascribed to them in the Contract and/or the PA.

Section 3. Authorized Purchasing Entities. Purchasing Entity hereby designates Henderson County Schools as the only authorized Purchasing Entity under the Agreement

Section 4. Purchase Orders. Except as set forth herein, Purchase Orders must reference both Master Agreement #MA149 and the PA to be valid. Upon acceptance of any such valid Purchase Order, the corresponding Purchasing Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. Notwithstanding the foregoing, any Purchase Order submitted that does not properly reference the Contract number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the Sub-PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Terms and conditions inserted into a Purchase Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement. Any such attempts to add or incorporate such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void.

Section 5. Primary Contacts.

Name: Kris Gordon
Title: IT Director
Address: 1805 Second Street
Henderson, KY 42420
Telephone: (270)831-5000
E-Mail: kris.gordon@henderson.kyschools.us

Name: Marci Woodward
Title: State Contract Analyst
Address: 4315 S. 2700 W FL 3
Taylorsville, UT 84129-2128
Telephone: 801-957-7145
E-Mail: mwoodward@utah.gov

Contractor Account Team:

Name: Michael Sanders
Title: Client Solutions Executive
Address: 534 Armory Place
Louisville, KY 40202
Telephone: (502) 905-5162
E-Mail: ms71198@att.com

Contractor Main:

Name: Bethani Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-679-9053
E-Mail: bethani.cross@att.com

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

Section 7. Additional Terms and Conditions.

7.1 Application of PA. The Parties acknowledge and agree that the terms and conditions of the PA are binding upon them.

7.2 Amendments to PA. The Parties acknowledge and agree that (a) Purchasing Entity has no right or authority to amend the PA and/or the Contract; (b) any valid amendments or modifications to the PA and/or the Contract are automatically binding upon Purchasing Entity; (c) in the event any such valid amendment or modification to the PA materially and adversely impacts Purchasing Entity, then Purchasing Entity may terminate the Sub-PA.

Section 8. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Contract, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the Sub-PA; (b) the PA; (c) the Contract; and (d) any valid Order issued in connection therewith.

Section 9. Entire Agreement. The Contract, the PA and this Sub-PA set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations, or agreements, whether oral or written, with respect thereto.

[TEXT ENDS HERE. SIGNATURES ON NEXT PAGE.]

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

AT&T CORP.

HENDERSON COUNTY SCHOOLS

By: _____
 , duly authorized

By: _____
 , duly authorized

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____