

**Agenda Item Summary**BOC Meeting Date
12/18/2019**Requesting Agency**

Information Technology

Commission Districts Affected

All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to utilize Statewide contract- Fulton County Information Technology (FCIT), SWC98000-MNS1-0000001102 GTA, Telecommunication Services in the amount of \$6,200,000 with AT&T Corporation, (Atlanta, GA) to provide telecommunication services and products countywide. Effective dates: January 1, 2020 to December 31, 2020

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-461, requests for approval of statewide contracts of more than \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes All People trust government is efficient, effective, and fiscally sound

Is this a purchasing item?

Yes

Summary & Background*(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The use of this contract will provide Telecommunication services including local telephone, long distance, conferencing, internet circuits, telecom systems maintenance, and other telecommunications services to the County at the best possible prices. Utilization of the GTA state pricing schedule will provide the County with the best savings for essential telecommunication services and maintenance.

Community Impact: Approval of this award will allow Fulton County to receive Telecom services, support, and equipment at the contract approved prices, providing savings to the County. Also it will allow FCIT to continue to eliminate the older technologies in the outlying facilities so everyone in the county can move to VoIP phones.

Department Recommendation: FCIT recommends approval of this award.

Project Implications: Approval of this award saves dollars for the county, while providing telecom circuits, switches, and services that are needed by the County.

Community Issues/Concerns: There are no community concerns with this project.

Department Issues/Concerns: There are no Department concerns with this project.

Agency Director Approval**County Manager's
Approval****Typed Name and Title**

Felicia Strong-Whitaker, Director

Phone

(404) 612-5800

Signature**Date**

History of BOC Agenda Item: County has utilized cooperative purchasing agreements for Telecommunication Services in past years where it benefited the County.

To protect the interests of the County, the County Attorney shall approve the Contract as to form and substance, and make any necessary modification, prior to execution by the Chairman.

Contract & Compliance Information	(Provide Contractor and Subcontractor details.)
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Not Applicable

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				

Total Contract Value	Click here to enter text.
Total M/FBE Values	Click here to enter text.
Total Prime Value	Click here to enter text.

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

100-999-S666-1493: General, Non-Agency, Network Telecom - \$5,761,000
100-999-S666-1494: General, Non-Agency, Mobile Telephone - \$29,000
100-999-S666-1495: General Non-Agency, Telephone Installation - \$410,000
Subject to approval of 2020 Budget

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: GTA Agreement SWC 98000-MNS1-0000001102
Exhibit 2: Contractors Performance Report
Exhibit 3: AT & T Telecommunications Justification Form

Source of Additional Information *(Type Name, Title, Agency and Phone)*

Nicole Keaton-Hart, CIO Information Technology, 404-612-0057

Agency Director Approval		County Manager's Approval
Typed Name and Title Felicia Strong-Whitaker, Director	Phone (404) 612-5800	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Procurement**Contract Attached:**
No**Previous Contracts:**
Yes**Solicitation Number:**
98000-MNS1-
0000001102 GTA**Submitting Agency:**
Information
Technology**Staff Contact:**
Sherri McNair, Asst.
CIO**Contact Phone:**
404-612-5803**Description:** To provide telecommunication services and products countywide..**FINANCIAL SUMMARY****Total Contract Value:**

Original Approved Amount: .
 Previous Adjustments: .
 This Request: \$6,200,000.00
 TOTAL: \$6,200,000.00

MBE/FBE Participation:

Amount: . %: .
 Amount: . %: .
 Amount: . %: .
 Amount: . %: .

Grant Information Summary:

Amount Requested: . ☐ Cash
 Match Required: . ☐ In-Kind
 Start Date: . ☐ Approval to Award
 End Date: . ☐ Apply & Accept
 Match Account \$: .

Funding Line 1:

100-999-S666-1493:
 Pending approval of
 2020 Budget

Funding Line 2:

100-999-S666-
 1494: Pending
 approval of 2020
 Budget

Funding Line 3:

100-999-S666-1495:
 Pending approval of
 2020 budget

Funding Line 4:

.

KEY CONTRACT TERMS**Start Date:**

1/1/2020

End Date:

12/31/2020

Cost Adjustment:

Click here to enter
 text.

Renewal/Extension Terms:

Click here to enter text.

ROUTING & APPROVALS

(Do not edit below this line)

X	Originating Department:	Melendez, Glenn	Date: 11/27/2019
X	County Attorney:	Ringer, Cheryl	Date: 12/11/2019
X	Purchasing/Contract Compliance:	Strong-Whitaker, Felicia	Date: 12/11/2019
X	Finance/Budget Analyst/Grants Admin:	Stewart, Hugh	Date: 12/4/2019
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 12/11/2019

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
GOODS AND COMMODITIES SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2019	8/30/2019	1/1/2019	12/31/2019
PO Number			PO Date
Department	Information Technology		
Bid Number	GTA Agreement: 98000-MNS1-0000001102		
Service Commodity	Telecommunication Services		
Contractor			

= Unsatisfactory	<i>Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.</i>
= Poor	<i>Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.</i>
= Satisfactory	<i>Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.</i>
= Good	<i>Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.</i>
= Excellent	<i>Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.</i>

. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

Comments:

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Good

. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On time Completion Per Contract)

Comments:

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Good

. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

Comments:

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Good

19-1131

- ☐ 1
☐ 2
☐ 3
☒ 4

Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Good

Overall Performance Rating:

4.0

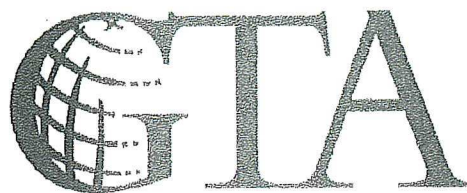
Would you select/recommend this vendor again?
Check box for Yes. Leave Blank for No)

☒ Yes
 ☐ No

Rating completed by:

natasha.rosser

Department Head Name	Department Head Signature	Date
<i>Henry King</i>	<i>[Signature]</i>	8/28/19



Georgia Technology Authority

Managed Network Services

Contract Between

Georgia Technology Authority

and

AT&T Corp.

Master Services Agreement

September 4, 2015

Document History

Current Version Date	Revised By	Description
September 4, 2015	No Change	Original base version

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MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**"), effective as of September 4, 2015 (the "**Effective Date**"), is between Georgia Technology Authority ("**GTA**"), and AT&T Corp. (the "**Service Provider**"), a New York corporation with offices at 1 AT&T Way, Bedminster, New Jersey 07921 (each, a "**Party**" and collectively, the "**Parties**"). This Agreement, which (among other things) sets forth the terms and conditions that govern the provision of certain services by the Service Provider in consideration of certain payments to be made by GTA, includes (a) the following terms and conditions ("**General Terms and Conditions**"), and (b) any Exhibits or other Attachments that are attached hereto.

The Parties also are parties to that certain Master Services Agreement, first made and entered into as of November 18, 2008, as amended over time ("**Legacy Agreement**"). As of the Effective Date, the Legacy Agreement will remain in full force and effect, without change. Upon the Commencement Date, the Legacy Agreement will be deemed to be partially terminated, without any further action of either of the Parties, and without any Termination Fees being due (notwithstanding anything that may be to the contrary therein). The Legacy Agreement will remain in effect following the Commencement Date, but only for the following services: Cable and Wiring Services, as described in Section 2.8.3 of Exhibit 2.4 of the Legacy Agreement; Video Conferencing Services, as described in Section 11.0 of such Exhibit; Audio and Web Conferencing Services, as described in Section 12.0 of such Exhibit and Attachment 2.4-A; and Desktop Video Conferencing Services, as described in Section 13.0 of such Exhibit and Attachment 2.4-B. (For clarity, provisions related to such services also will remain in effect, such as provisions on the charges and service levels for such services, but provisions related to other services under the Legacy Agreement and provisions not required to deliver the services remaining under the Legacy Agreement will no longer be in effect.) It is planned that this remaining portion of the Legacy Agreement will be terminated by the Parties upon the execution of a new agreement between the Parties for such services, as part of GTA's "MNS-2" initiative.

Many capitalized terms used in this Agreement, including the below General Terms and Conditions, are defined in place where they are used. **Attachment 1-A (Definitions)** lists the capitalized terms used in this Agreement and either provides a definition for the term or provides a reference to the particular document and section containing the definition. Those terms, acronyms, and phrases utilized in the telecommunications industry or in State contracting processes which are not otherwise defined in this Agreement will be interpreted in accordance with their generally understood meaning in such industry or context.

Attachment 1.6 (LAN Contract Table of Contents), **Attachment 1.8 (WAN Contract Table of Contents)**, and **Attachment 1.9 (Voice Contract Table of Contents)** provide a list and brief description of all contract documents (including Exhibits and Attachments thereto) that together form this Agreement as of the Effective Date.

1. SERVICES

1.1 Definition of Services. The "**Services**" consist of the Functions for which the Service Provider is responsible pursuant to the following documents, as they may, pursuant to the Change Control Procedures, be supplemented, enhanced, modified or replaced during the Term:

- (a) **Exhibit 2 (Statement of Work and Solution)** and otherwise in this Agreement;
- (b) The Service Management Manual, guidelines for which are provided in **Attachment 1-D (Service Management Manual Outline)**;
- (c) Any Operating Level Agreements to which the Service Provider is a party, guidelines for which are provided in **Attachment 1-E (Operating Level Agreement Outline)**; and

- (d) Any Custom Solution Proposals, or CSPs, mutually agreed to by the Parties, for non-recurring project-type work (once executed, any such CSP will be deemed part of this Agreement and subject to its terms).

1.2 Service Management Manual and Operating Level Agreements

1.2.1 General. The provisions of the Service Management Manual, and each of the Operating Level Agreements to which the Service Provider is a party, shall, upon mutual agreement of the Parties and in accordance with the Change Control Procedures set forth in Attachment 1-B (Document Change) and Attachment 1-E (Operating Level Agreement Outline), be incorporated by reference into this Agreement. Such provisions, in particular the Service Provider's obligations therein, will be deemed to be part of this Agreement, including as such may change over time pursuant to updates and changes to such documentation made in accordance with this Agreement including the Change Control Procedures set forth in Attachment 1-B (Document Change) and Attachment 1-E (Operating Level Agreement Outline). For clarity, changes to the Service Management Manual, and to each of the Operating Level Agreements to which the Service Provider is a party, do not require amendments to the Agreement. In no event will any provision of this Agreement, or any right or benefit of GTA or the Customers provided for under this Agreement, be reduced, limited or otherwise adversely affected (including through any increase in cost, charge or expense, including taxes) as a consequence of the terms of the Service Management Manual or any Operating Level Agreement.

1.2.2 Service Management Manual

- (a) The Service Management Manual will serve as a common document shared among the Integrated Service Providers, which all will operate in accordance with and be subject to the terms therein, as applicable to each such party. Among other things, the Service Management Manual will provide detailed descriptions of the Managed Environment and the manner in which functions will be performed by the Service Provider and each of the other Integrated Service Providers, including:
- (i) Equipment, materials and Systems to be procured, used or supported;
 - (ii) Documentation (including manuals, user guides and specifications) to be created and/or maintained by the MSI, the Service Provider and the other Integrated Service Providers;
 - (iii) Specific activities to be undertaken in connection with each Service, including, where appropriate, the direction, supervision, monitoring, staffing, reporting, planning and oversight activities to be performed by the Service Provider under this Agreement;
 - (iv) The procedures ("*Operational Change Control Procedures*") that will govern changes in the operational processes or procedures for the Managed Environment (including changes to Functions as well as transfers of responsibility for a Function between parties, "*Operational Changes*"), including (1) the process by which any party may request an Operational Change; (2) the process to be followed in analyzing the effects of, and deciding whether to implement, any Operational Change; and (3) the manner in which any agreed upon Operational Change will be implemented;

- (v) Procedures for GTA, Customers and the Integrated Service Providers to interact, communicate, escalate and resolve issues, exchange information and provide access to each other;
- (vi) Checkpoint reviews, testing, acceptance, controls and other procedures to be implemented and used to assure service quality;
- (vii) Processes, methodologies and controls to be implemented and used by the Integrated Service Providers to comply and confirm compliance with (1) GTA Rules and GTA Standards; and (2) other obligations in the applicable agreements, including compliance with Laws; and
- (viii) Other provisions related to the Managed Environment, as reasonably requested by GTA.

The Service Management Manual will be initially created by the MSI and approved by the Parties, and continuously updated and enhanced throughout the Term, with the MSI taking overall responsibility for preparing, updating, maintaining and ensuring the accuracy of the Service Management Manual. The Service Provider will work with the MSI and the other Integrated Service Providers in creating and maintaining the contents of the Service Management Manual, pursuant to the Change Control Procedures process further described in Attachment 1-B (Document Change) and Attachment 1-E (Operating Level Agreement Outline) to this Agreement. The Service Management Manual, and any updates thereto, will be made in accordance with the Change Control Procedures set forth in Attachment 1-B (Document Change) and Attachment 1-E (Operating Level Agreement Outline) and subject to GTA's and the Service Provider's approval.

- (b) The Service Provider will perform the Services in accordance with the most recent GTA- and Service Provider-approved version of the Service Management Manual.
- (c) As between the Parties, the Service Management Manual will be deemed to be a Work Product owned by GTA.

1.2.3 Operating Level Agreements

- (a) Among other things, Operating Level Agreements will:
 - (i) Govern how the parties thereto coordinate activities, interact and integrate processes, ensure that there are no gaps or unnecessary duplication of responsibility, and will define, at an operating level, the demarcation of Functions and the touch points between such parties; and
 - (ii) Otherwise describe key dependencies between such parties.
- (b) The Service Provider will execute an Operating Level Agreement with the MSI, as well as other Operating Level Agreements with any applicable Service Tower Providers (including Service Tower Providers that replace prior Service Tower Providers, as applicable).
- (c) The Service Provider will work to keep all Operating Level Agreements to which it is a party current and consistent with all other relevant documentation (e.g., the Service Management Manual, GTA Standards, GTA Rules).

- (d) Each Operating Level Agreement will be subject to GTA's review, comments and approval. The Service Provider will work with the MSI and any other applicable Service Tower Providers to ensure that GTA's comments are addressed prior to finalization of any such Operating Level Agreement to which the Service Provider is a party. Similarly, in order for the parties to an Operating Level Agreement to amend such Operating Level Agreement, such amendment must be reviewed and approved in writing by GTA. In this regard, GTA may, upon its request, require that any particular Operating Level Agreement (and any amendment thereto) be formally "acknowledged" in writing by GTA in order to first become effective.

1.3 Implied Services. If any Functions, other than those (a) expressly retained by GTA or any other Customer under this Agreement, (b) assigned to the MSI or another Integrated Service Provider under an Operating Level Agreement, or (c) expressly excluded from the responsibilities of the Service Provider, are reasonably required for the proper performance or provision of the Services, or are an inherent part of or necessary sub-task included within the Services (regardless of whether they are specifically described in this Agreement), they will be deemed to be implied by and included within the scope of the Services to be provided by the Service Provider to the same extent and in the same manner as if specifically described in this Agreement.

1.4 Evolution of the Services. Throughout the Term and subject to any restrictions on implementing changes or adding services under this Agreement, the Service Provider will seek to improve the quality, efficiency and effectiveness of the Services to keep pace with technological advances and support GTA's (and Customers') evolving business and information technology needs. Without limiting the generality of the foregoing, the Service Provider will: (a) identify and apply 'best practice' techniques and methodologies in performing and delivering the Services consistent with then-current industry standards and the Service Provider's normal course of business; (b) train Service Provider Personnel in new techniques and technologies used generally within the Service Provider's organization; and (c) maintain the currency of the Service Provider's tools, infrastructure, software and other resources that the Service Provider is required to provide under the terms of this Agreement. For clarity, changes in the Services pursuant to this Section 1.4 will be considered part of the Service Provider's then-current Services responsibilities and will not be considered New Services.

1.5 Users of the Services

1.5.1 Contracting Parties. In addition to receiving Services under this Agreement, GTA will act as purchasing agent on behalf of the Customers, and as such will be responsible for payment for the Services and any other financial obligations of the Customers under this Agreement.

1.5.2 Customers

- (a) The Service Provider will provide the Services to the Customers. At GTA's option, all or any portion of the Services may be utilized by any Customer for its own purposes (but not for remarketing or reselling). Where this Agreement provides for a GTA right to approve, accept, review or consent, such right will be deemed to apply to any applicable Customer in its receipt of Services, as directed by GTA.
- (b) For purposes of this Agreement, the Services will in all cases be deemed to be provided to GTA, and GTA will remain responsible for its own and all other Customers' receipt and use of the Services and compliance by such Customers with this Agreement. For clarity, breaches of this Agreement impacting Customers, and damages incurred by the Customers, will be deemed to impact and be incurred by GTA for purposes of GTA's rights and remedies under this Agreement to the same extent such damages would be recoverable by GTA under this Agreement; and GTA will be entitled to enforce such

rights and exercise such remedies on behalf of itself and the Customers. GTA shall be responsible for breaches of this Agreement by the Customers and any damages resulting from such breaches by the Customers to the same extent that GTA would be responsible for damages resulting from its own breach of this Agreement.

1.5.3 Acceptable Use Policy. The Service Provider's Acceptable Use Policy (the "**AUP**") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at <http://www.att.com/aup> or other locations as the Service Provider may designate. If GTA or Customer wishes to be notified of any modifications to the AUP, GTA or Customer may visit such address and subscribe to the AUP modification notification service.

- (a) GTA and Customers must comply with the AUP and the Service Provider shall have the right and remedies afforded under the AUP.
- (b) The Service Provider reserves the right to take immediate action to suspend any aspect of the Service for a violation of the AUP, if in the exercise of its reasonable discretion, the Service Provider determines that such suspension is necessary in order to protect the Service Provider from the imminent threat of irreparable harm (including, without limitation, actions in response to an order from a court or regulatory body with jurisdiction over the Service Provider, or where the violation is likely to involve a criminal violation of law by the Service Provider (in the reasonable judgment of the Service Provider), or harm to the Service Provider's network or its ability to provide services to other Customers). The Service Provider will use reasonable commercial efforts to provide notice in advance of any such suspension, but notice shall not be a prerequisite in the case of imminent threat of irreparable harm. Such suspension shall be as narrow as practically possible to address the violation, and will be lifted as soon as practicable following GTA or the Customer's remediation of the violation.
- (c) For other violations of the AUP (i.e., where the Service Provider concludes in good faith that such violation does not constitute an imminent threat of irreparable harm), the Service Provider may, upon ten (10) days' written notice, suspend service under the applicable Service, unless during that time GTA or the Customer cures the violation.

1.6 Services Not Exclusive; Variable

1.6.1 This Agreement is non-exclusive. Except for any minimum revenue or volume commitments contained in this Agreement and subject to the charging mechanisms set forth in **Exhibit 4 (Pricing and Financial Provisions)**, nothing in this Agreement will be construed to limit in any way GTA's ability to reduce the volumes of Services being provided by the Service Provider or to request that other third parties provide, or propose to provide, services that are the same as or similar to the Services or that are part of the Services. Any Customers, including GTA, may contract with other service providers for any products and services, including products and services that are similar to or competitive with the Services or that are part of the Services, or may, in accordance with the Change Control Procedures set forth in **Attachment 1-B (Document Change)** and **Attachment 1-E (Operating Level Agreement Outline)**, insource any such product or service and provide such product or service to itself or Customers.

1.6.2 The Services are variable in volume. Such variations are provided for in the charging mechanisms set forth in **Exhibit 4 (Pricing and Financial Provisions)**. The Service Provider will be responsible for adjusting the resources used to provide the Services to accommodate the changes in volume (regardless of the amount of time remaining in the

Term) in such a manner as to comply with all Service Levels and its other obligations under this Agreement; provided that the Service Provider will be allowed the contractual time period permitted (to the extent stated) in which to accommodate such changes in volume. The Service Provider will not be entitled to receive an adjustment to the Charges resulting from such variations in volume, except as set forth in Exhibit 4 (Pricing and Financial Provisions). Except as otherwise provided in this Agreement, GTA makes no commitment for any minimum volume, scope, or value of the Services under this Agreement or to any minimum payments to be made to the Service Provider.

- 1.7 Resources Used for the Services.** Except as otherwise expressly provided in this Agreement (and excluding resources that are required to be provided by GTA or another party pursuant to an Operating Level Agreement or the Service Management Manual), the Service Provider is responsible for providing and maintaining the facilities, infrastructure, personnel, Equipment, Software, materials and other resources which are necessary to provide the Services.
- 1.8 Disaster Recovery and Business Continuity.** Exhibit 2 (Statement of Work and Solution) sets forth the Service Provider's obligations with respect to disaster recovery and business continuity, including: (a) the development, maintenance, testing and execution of disaster recovery and business continuity plans with respect to the Services and the Service Provider Facilities; and (b) obligations to cooperate with GTA, all other Customers, and Integrated Service Providers in the updating, testing and implementation of their own disaster recovery and business continuity plans with respect to their resources and facilities.
- 1.9 New Services, Changes and Reductions in Scope**

1.9.1 New Services. "New Services" means Functions that GTA requests the Service Provider to perform under this Agreement: (a) that are outside the scope of, and in addition to, the Services; and (b) for which there is no existing charging mechanism in this Agreement. New Services, and any other Operational Changes to the Services, will be documented and reflected, as applicable, in an amendment to this Agreement (e.g., updates to Exhibit 2 (Statement of Work and Solution) and Exhibit 3 (Reporting and Service Level Management), as well as the Service Management Manual and applicable Operating Level Agreements). Once implemented, such New Services and Operational Changes (defined in Section 1.2.2(a)(iv) above) will be governed by this Agreement. If, for a potential New Service, the Service Provider desires to use any Service Provider Personnel whose work is reflected in the Personnel Projection Matrix, then the Service Provider will inform GTA in writing prior to the Parties agreeing on the addition of such New Service (which requirement would be satisfied, for example, by expressly noting such in the Service Provider's proposal for the New Service).

1.9.2 Change Control Procedures

- (a) In addition to the Operational Change Control Procedures set forth in the Service Management Manual (as described in Section 1.2.2(a)(iv)), the following will apply to Operational Changes and New Services:
- (i) Absent extraordinary circumstances or some other actual limitation in the Service Provider's capability or capacity, the Service Provider will make Operational Changes to its Services (and agree to add New Services), as reasonably requested by GTA and the other Customers.
 - (ii) All Operational Changes must be made in accordance with the GTA Standards and the GTA Rules.

- (iii) With respect to all Operational Changes other than those Operational Changes made on a temporary basis to maintain the continuity of Services, the Service Provider will (1) schedule Operational Changes so as not to unreasonably interrupt the business operations of GTA and the other Customers, (2) prepare and deliver to GTA each month a rolling schedule for ongoing and planned Operational Changes for the next three (3) month period, and (3) monitor and report to GTA the status of Operational Changes that are in progress against the applicable schedule.
 - (iv) With respect to any Operational Change made on a temporary basis to maintain the continuity of Services, the Service Provider will document and provide to GTA notification (which may be given orally, provided that any oral notice must be confirmed in writing to GTA within three (3) Business Days) of the Operational Change no later than the next Business Day after the Operational Change is made.
 - (v) For clarity, the Service Provider will not make or otherwise approve any of the following Operational Changes in its performance of the Services or within the Managed Environment without first obtaining GTA's written approval:
 - (1) a Change adversely affecting the function or performance, or decreasing the resource efficiency in a manner adverse to GTA, of any Services or operations within the Managed Environment;
 - (2) a Change adversely affecting GTA's business operations, security or IT environment; or
 - (3) a Change increasing the Charges or Regulatory Fees to GTA.
- 1.9.3 The Parties acknowledge and agree that changes to the Commonly Shared Network shall not be deemed to be Operational Changes and that the Service Provider may make changes to the Commonly Shared Network without any obligation to provide notice to or obtain approval from GTA, provided that such changes to the Commonly Shared Network do not alter the Service Provider's obligations under the Agreement.
- 1.9.4 Charges Related to New Services and Operational Changes
- (a) Notwithstanding anything to the contrary herein:
 - (i) If the Service Provider is required to make any Operational Changes to the Services (including additions) or provide New Services pursuant to provisions under this Agreement other than this Section 1.9, then the Parties will follow the process set forth in this Section 1.9.4;
 - (ii) The Service Provider will not perform any additional Functions that would constitute New Services prior to informing GTA what the additional Charges would be for performing them (taking into account the Service Provider's account resources and expenses for the then-existing Services that would no longer be provided or incurred), and receiving GTA's authorization to proceed. If the Service Provider does perform any additional Functions without GTA's prior authorization, they will be deemed to have been performed as part of the Services at no additional charge;

- (iii) If GTA seeks a potential New Service or Operational Change, the Service Provider will promptly evaluate, and notify GTA, as soon as reasonably practicable whether such New Service or Operational Change is a No Cost Change, or, if not, of the expected impacts (financial and/or non-financial). If such New Service or Operational Change is not a No Cost Change, then the Service Provider will work with GTA in good faith, if so requested by GTA, to explore options that could, on a commercially reasonable basis, minimize or eliminate any resulting additional Charges (e.g., by reprioritizing or substituting work); and
- (iv) If an Operational Change or New Service described in clause (iii) above is not a No Cost Change, then any additional Charges proposed by the Service Provider for such Operational Change or New Service will be based on the then-current fees and rates in effect under this Agreement, to the extent possible, and otherwise using rates no higher than the Service Provider's then-standard hourly rates. Such Charges will reflect the net effect of the change, to the extent resources and costs can be eliminated as a result of the change.
- (b) Upon GTA's written request, the Service Provider will remove any Service from this Agreement, and, if there is not a mechanism already in place under this Agreement to make a corresponding adjustment in the applicable Charges, then the applicable Charges will be equitably adjusted.

1.9.5 Contract Change Control. The (a) procedures that will govern changes (or supplements) to the terms of this Agreement, including the manner in which either Party may propose or request such change (including as a result of certain Operational Changes), (b) process to be followed by the Parties in analyzing the effects of, and deciding whether to adopt, any such changes, and (c) manner in which any agreed upon modifications are to be documented are set forth in Exhibit 1 (Integrated Services Platform) and/or the Service Management Manual (the "*Contract Change Control Procedures*").

1.9.6 Promoting and Marketing New Services. The Service Provider will assist and work with GTA, as reasonably requested, to promote and market New Services (and potential New Services) to Customers. This effort may include working with other Integrated Service Providers to schedule and facilitate demonstrations and conduct meetings with GTA Customers.

1.9.7 Discontinuation of a Service. To the extent the Service Provider intends to discontinue a Transport Service (e.g., due to technological obsolescence) for its customers generally, the Service Provider shall provide GTA with at least twelve (12) months' notice prior to such discontinuation. The Service Provider shall also propose to GTA an alternative Transport Service offering at Charges agreed to by GTA and the Service Provider prior to implementation of the Transport Service (a "*Replacement Service*"). Such Replacement Service shall in no event negatively affect other parts of the Services. If Customer chooses not to replace the discontinued service with a Replacement Service, GTA may terminate the applicable service at no cost other than payment of Charges due through the effective date of discontinuation of the aforementioned service without procuring a replacement from the Service Provider.

1.10 Corrective Action and Other Remediation Plans. The Service Provider will comply with its obligations under any corrective action, remediation or similar plans that have been developed or approved by the Service Provider in accordance with the applicable terms of this Agreement (or the

Service Management Manual or other documentation incorporated by reference herein), as if such obligations were part of this Agreement.

1.11 GTA Responsibilities and Excused Performance

1.11.1 GTA (and/or other Customers) will perform the GTA Responsibilities. Failures of or delays in GTA Responsibilities, any breach by MSI or Integrated Service Provider of its obligations under an OLA, a violation of the AUP by GTA, MSI, an Integrated Service Provider or the Customers, or any defects in resources provided by GTA, MSI, an Integrated Service Provider or the Customers (including a circumstance where the condition of a GTA Facility prevents the Service Provider from performing its obligations) will not be deemed to be breaches of this Agreement; provided, however, that the Service Provider will be excused from its obligations hereunder subject to the following: (a) the Service Provider will be excused only to the extent that a failure to perform GTA Responsibilities materially and adversely affects the Service Provider's ability to perform such obligations; and (b) the Service Provider shall comply with Section 1.11.2 below. To the extent that the Service Provider is aware of circumstances which could require it to implement a workaround, the Service Provider will proactively develop and implement the necessary workaround. To the extent reasonably practicable, GTA will notify the Service Provider in writing of circumstances of which GTA is aware that will require the Service Provider to implement a workaround; provided, however, that a failure by GTA to provide such notice shall not relieve the Service Provider of its obligations under this Section 1.11.1. The Service Provider's performance of workarounds is included within the Services, and any additional fees chargeable to GTA will be subject to the process set forth in Section 1.9.4 of this Agreement. To the extent such GTA failure impacts the Service Provider's obligation with respect to a milestone or other delivery time requirement, then the completion date for such obligation will be equitably extended by the period of the delay resulting from GTA's failure or delay.

1.11.2 If GTA fails to perform a GTA Responsibility as required (including by the relevant time), then the Service Provider will promptly notify GTA electronically in accordance with the Service Management Manual, and such notice will: (a) identify the relevant failure by GTA; (b) state whether, and to what extent, any delay, defective performance or non-performance by the Service Provider (or any other service provider) is, or is expected to be, caused by a failure on the part of GTA; (c) provide details and expected duration of such likely delay, defective performance or non-performance, to the extent the likely duration of the delay is known at the time the notice is provided; and (d) describe any proposed rectification steps to be taken by the Service Provider (or any other service provider) to provide a workaround to the problem and progress made so far. The Service Provider will use commercially reasonable efforts to perform its obligations and mitigate the impact of GTA's failure.

1.12 GTA's Cooperation

1.12.1 Access Right. GTA will, in a timely manner, provide the Service Provider with access, as reasonably required for the Services, to property and equipment that GTA controls and will obtain timely access for the Service Provider, as reasonably required for the Services, to property controlled by third parties such as GTA's landlord. The Service Provider will coordinate with and, except in an emergency, obtain GTA consent to enter upon GTA's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace, and remove access lines and network facilities, and the right to use ancillary equipment space within a building for GTA's connection to the Service Provider's network. GTA must provide the Service Provider timely

information and access to GTA's facilities and equipment as the Service Provider reasonably requires for the Services, subject to GTA's reasonable security policies. GTA will (or will cause the applicable Customer to) have the site ready for the Service Provider to perform its work according to a mutually agreed schedule.

- 1.12.2 GTA agrees it will comply (and cause Customers to comply) at all times with all Laws applicable to GTA's and Customers' businesses, or to the performance of GTA's or Customers' other obligations under this Agreement, including Laws relating to privacy, data security, financial controls, immigration, and export and import control, as such Laws may change from time to time.

2. PERFORMANCE

- 2.1 **General Responsibility.** The Service Provider is responsible for managing and successfully performing, completing, and delivering the Services, subject to the overall direction of GTA and with the cooperation and support of GTA as specified in this Agreement.

2.2 Place of Performance

- 2.2.1 Reserved.

- 2.2.2 The Service Provider may provide the Services from any Service Provider locations set forth in Exhibit 2 (Statement of Work and Solution), locations supporting the Commonly Shared Network, GTA locations and any other locations in the U.S. from which Service Provider Personnel regularly perform activities in support of the services or systems used to deliver the Services.

2.2.3 GTA Requests for Relocations

- (a) If (i) GTA reasonably requests the Service Provider to relocate any Services from one Service Provider Facility to another Service Provider Facility based on a change in security risks, business continuity risks, tax risks, or safety risks; the Service Provider's ability to attract and retain personnel resources; an increased cost to GTA; or for another concern of similar significance; and (ii) the Service Provider has the capacity to perform the Services at the requested Service Provider Facility (or can reasonably configure such Service Provider Facility to have such capacity), then, subject to the Change Control Procedures and other relevant provisions of this Agreement, the Service Provider will endeavour to so relocate such Services, provided that the Charges are amended to reflect any increase in costs to the Service Provider related to providing Services at the requested Service Provider Facility or the Service Provider is otherwise equitably compensated for such increase in costs. In such a case, the Service Provider will make all commercially reasonable efforts to relocate the Services within a timeframe reasonably requested by GTA.
- (b) For any other request by GTA to change the Service Provider Facility from where any Services are provided, the Service Provider will work in good faith and make commercially reasonable efforts to accommodate such request, subject to the Change Control Procedures.
- (c) For clarity, this Section 2.2.3 in no way limits or supersedes the Service Provider's disaster recovery and business continuity obligations, referenced in Section 1.8 above.

2.3 Time of Performance

2.3.1 The Service Provider will (and will provide the resources necessary to) complete the Services in accordance with any applicable time schedules set forth in this Agreement.

2.3.2 The Service Provider will promptly notify GTA upon becoming aware of any circumstances that are expected to jeopardize the timely and successful completion (or delivery) of any Service, except for events or circumstances that are publically reported or generally known. The Service Provider will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform GTA of the steps the Service Provider is taking or will take to do so, and the projected actual completion (or delivery) time.

2.4 Manner of Performance. The Service Provider will perform the Services in compliance with this Agreement, and, in cases where this Agreement does not prescribe or otherwise regulate the manner of the Service Provider's performance of the Services, in accordance with generally accepted industry best practices followed by the leading providers of similar services.

2.5 Quality Assurance and Continuous Improvement. In performing the Services, the Service Provider will follow commercially reasonable quality assurance procedures designed to ensure that the Services are performed with a high degree of professional quality and reliability. Such procedures will include checkpoint reviews, testing, acceptance, and other procedures for GTA to confirm the quality of the Service Provider's performance. The Service Provider, as part of its total quality management process, will provide quality assurance and quality improvement through: (a) the identification and application of techniques and tools used generally within the Service Provider's organization; and (b) the implementation of programs, practices and measures designed to improve performance (including the Service Levels) used generally within the Service Provider's organization. The Service Provider will utilize project management tools, including productivity aids and project management systems, as appropriate, in performing the Services.

3. SERVICE LEVELS

3.1 General. The Service Provider's level of performance will be equal to at least the Service Levels.

3.2 Service Level Credits

3.2.1 The Service Provider recognizes that its failure to meet Service Levels may have a material adverse impact on the business and operations of GTA and that the damage from the Service Provider's failure to meet a Service Level is not susceptible to precise determination. Accordingly, in the event that the Service Provider fails to meet Service Levels for reasons other than those for which the Service Provider is expressly excused pursuant to **Exhibit 3 (Reporting and Service Level Management)**, in addition to any other remedies available to GTA under this Agreement, at law or in equity, GTA may elect to recover Service Level Credits to the extent specified in **Exhibit 3 (Reporting and Service Level Management)**.

3.2.2 GTA and the Service Provider agree that, where Service Level Credits or any other credits under **Exhibit 3 (Reporting and Service Level Management)** apply, such credits (a) reflect a reasonable measure of the harm and diminished value of the Services and do not constitute a penalty, and (b) do not preclude GTA from pursuing damages related to such failures; provided, however, the amount of any such damages that may be recoverable by GTA will be reduced by the amount of the credits associated with such failure so that GTA does not recover twice for the same loss.

- 3.3 **Measuring and Reporting Service Levels.** The Service Provider will implement and utilize the necessary measurement and monitoring tools and procedures required to measure and report the Service Provider's performance of the Services against the applicable Service Levels, at no cost to GTA. Such measurement and monitoring will permit reporting at a level of detail sufficient to verify compliance with the Service Levels, and will be subject to audit by GTA pursuant Section 14 of this Agreement. The Service Provider will make available to GTA any data in the Service Provider's possession regarding measurements taken by the Service Provider with respect to any Service Levels associated with the Services provided to GTA.

4. **SERVICE PROVIDER PERSONNEL**

4.1 **Responsibility for Service Provider Personnel, Generally**

4.1.1 The Service Provider will manage, supervise and provide direction to Service Provider Personnel and cause them to comply with the obligations and restrictions applicable to the Service Provider under this Agreement. The Service Provider will make Service Provider Personnel aware of, and cause them to comply with, GTA's safety and security policies that have been made known to the Service Provider while they are performing Services at GTA Facilities or accessing GTA's Systems; provided, that the Service Provider will be given a reasonable time period to make any Service Provider Personnel aware of such policies or changes to such policies as provided by GTA and such safety and security policies will not apply to the Commonly Shared Network. The Service Provider is responsible for all of the acts and omissions of Service Provider Personnel, as if such acts are performed by the Service Provider.

4.1.2 Non-discrimination. The Service Provider will:

- (a) Utilize recruiting and selection techniques that are non-discriminatory in terms of ethnicity, gender, age and other demographic characteristics;
- (b) Evaluate candidates against objective, job-related and legally defensible selection criteria; and
- (c) Have written guidelines that foster a work environment respectful of employees and consistent with legal requirements governing employment, including a defined process for addressing individual complaints.

4.1.3 Employment Laws, Work Authorizations, and Tax Residence.

- (a) The Service Provider will be solely responsible for maintaining compliance with all applicable employment, immigration, working conditions, wage, benefits (including health care), tax and similar Laws, policies and procedures with respect to Service Provider Personnel (including for any cost relating to visa processing or application fees).
- (b) As requested, the Service Provider will provide GTA with written evidence of work authorization for any or all personnel assigned to GTA and demonstrate its compliance with applicable immigration Laws, and bear all expenses. In the United States, applicable immigration Laws include, but are not limited to, as amended, the Immigration and Reform Act of 1986, the Immigration and Nationality Act of 1947, the L-1 Visa (Intra-company Transferee) Reform Act of 2004 and the H-1B Visa Reform Act of 2004 (in each case, as may be amended). To the extent applicable, the Service Provider must ensure that it maintains a sufficient number of visa-ready individuals to perform the Services.

- 4.2 Qualifications and Training.** The Service Provider Personnel assigned to perform the Services will have appropriate skills, experience and training to enable them to perform such Services in a professional and workmanlike manner, consistent with generally accepted industry standards. Throughout the Term, the Service Provider will establish and maintain policies, procedures and training programs reasonably designed to assist Service Provider Personnel in complying with the Service Provider's duties and obligations under this Agreement. For clarity, the Service Provider will provide Service Provider Personnel (including new and replacement personnel) with all necessary technical and soft skills training, including on applicable GTA Standards and GTA Rules, at no additional cost to GTA (i.e., no charge for the trainer or trainee time).
- 4.3 Screening and Background Checks.** The Service Provider shall conduct background checks on its own employees and contractors, and require its Subcontractors to conduct background checks of Subcontractors' employees and contractors, in accordance with the Service Provider's own applicable policies and procedures. Notwithstanding the foregoing and subject to the terms of this Section 4.3 and the provisions of **Exhibit 5 (Personnel and Human Resource Provisions)**, for all persons that the Service Provider proposes to be assigned on an exclusive, full-time basis or that will require unescorted access at any time to GTA Facility to perform any Services, the Service Provider (or its Subcontractors), at its sole cost and expense, and prior to any such assignment or access, will conduct background checks (including national fingerprint record checks and drug testing), criminal history investigations and related screening on all such employees, in accordance with applicable GTA Rules. Additionally, where required by Law or a GTA Rule, GTA or any other particular Customer may conduct their own background checks (including national fingerprint record checks) on Service Provider Personnel, at GTA's (or GTA Customer's) cost. As needed, the Parties will review changes in the background check criteria. The Service Provider will not engage any person in the performance of Services if the results of such person's background check and screening do not meet the applicable criteria. All persons assigned to perform the Services will be subject to background checks meeting the qualifications of this Section 4.3 at any time throughout the Term. The Service Provider will remove from the GTA account any Service Provider employee, contractor or subcontractor whose background check or related screening results do not meet the applicable criteria. The Parties acknowledge that any information about the Service Provider Personnel or background screening shall be considered Confidential Information of the Service Provider.
- 4.4 Substance Abuse**
- 4.4.1 To the extent not prohibited by Law, the Service Provider will immediately remove (or cause to be removed) any Service Provider Personnel known to be or reasonably suspected of engaging in substance abuse while at any GTA Facility, or in a Customer vehicle or otherwise while performing Services. In the case of reasonable suspicion, such removal will be pending completion of the applicable investigation. Substance abuse includes the sale, attempted sale, possession or use of illegal drugs, drug paraphernalia or alcohol, or the misuse of prescription or non-prescription drugs. The Service Provider represents, warrants and covenants that it has and will maintain substance abuse policies, in each case in conformance with applicable Laws, including O.C.G.A. § 50-24-1 et seq., and the Service Provider Personnel will be subject to such policies.
- 4.4.2 Except for the Subcontractor categories set forth in Section 4.8 below, the Service Provider will obtain from each Subcontractor the following written certification: "[Subcontractor full corporate name] certifies to [the Service Provider's full corporate name] that a drug-free workplace will be provided for [Subcontractor's] employees during the performance of this Agreement pursuant to paragraph eight (8) of subsection (b) of O.C.G.A. § 50-24-3." The Service Provider will provide GTA with a copy of each such certification as soon as practicable.

4.5 Removal and Replacement of Service Provider Personnel

- 4.5.1 GTA may immediately remove any Service Provider Personnel from any GTA Facilities if GTA reasonably determines that the person is threatening or abusive, commits a crime, engages in an act of dishonesty while performing Services or violates GTA Rules pertaining to safety, security or use of GTA Facilities.
- 4.5.2 GTA may require the Service Provider to remove any individual Service Provider Personnel from the performance of Services if GTA reasonably determines that the individual is not suitable to perform the Services. Any such removal will be performed promptly following request from GTA; provided that, where practicable, GTA will attempt to discuss the issue with the Service Provider prior to making such request. The Service Provider will, unless GTA requests otherwise, assign a replacement resource to the Services as soon as practicable. For clarity, nothing in this Section requires the Service Provider to terminate the employment of any Service Provider Personnel.
- 4.5.3 In the event that the Service Provider replaces any Service Provider Personnel performing Services under this Agreement with another person (whether at the request of GTA or otherwise), at GTA's request, the Service Provider will endeavour to provide an overlap period where both Service Provider Personnel (i.e., the person to be removed as well as the incoming person) will be assigned to provide the relevant Services. During such overlap period, there will be no additional Charges for the "extra" resource.

4.6 Subcontracting. The Service Provider may subcontract or delegate the performance of Services only in accordance with the following:

- 4.6.1 Except as provided in Section 4.8, the Service Provider will not subcontract for performance of, or delegate any of its responsibility for the performance of the Services under this Agreement to another party (such other party being a "Subcontractor"), without first delivering reasonable prior written notice specifying the components of the Services, the scope of the proposed subcontract, and the identity and qualifications of the proposed Subcontractor. For purposes of this Agreement, references to "Subcontractors" include parties that have duties and responsibilities of the Service Provider for the performance of Services under this Agreement subcontracted to them through other Subcontractors.
- 4.6.2 Except for the Subcontractor categories set forth in Section 4.8 below, if GTA has reasonable grounds to be dissatisfied with the performance of any Subcontractor engaged by the Service Provider, GTA will notify the Service Provider, and the Service Provider and GTA will discuss and implement, as soon as reasonably possible thereafter, a means for the Service Provider to resolve the issue to the Parties' satisfaction. If the Service Provider does not resolve the issue to GTA's satisfaction within a reasonable period not to exceed thirty (30) calendar days, the Service Provider will promptly replace such Subcontractor with a Person that meets GTA's standards, or perform the activities itself. GTA shall have no responsibility for any termination charges or cancellation fees that the Service Provider may incur as a result of the removal of a Subcontractor at GTA's request or otherwise.
- 4.6.3 The Service Provider may use Subcontractors to perform the Services in accordance with this Section 4.6. The Service Provider is responsible for managing all Subcontractors. The Service Provider remains responsible for all Functions delegated to Subcontractors to the same extent as if such Functions were performed by the Service Provider acting through its officers, directors, employees, and agents and, for purposes of this Agreement, such Functions will be deemed Functions performed by the Service Provider. In no event will the Service Provider be relieved of its obligations under this Agreement as a result of its use of

any Subcontractors. The Service Provider will be GTA's sole point of contact regarding the Services, including with respect to payment.

4.6.4 It is the policy of the State that minority business enterprises will have a fair and equal opportunity to participate in the State purchasing process. Therefore, the State encourages the Service Provider to subcontract portions of the Services under this Agreement to minority business enterprises.

4.6.5 The Service Provider will use commercially reasonable efforts to identify and prevent a potential subcontractor Organizational Conflict of Interest and will inform GTA of any activity or relationship that the Service Provider has reason to believe may create an Organizational Conflict of Interest.

4.7 **Identification of Service Provider Personnel.** Except as specifically authorized by GTA, each of the Service Provider Personnel will clearly identify themselves as such and not as employees of the State, GTA or any other Customer. This will include any and all communications, whether oral, written or electronic, unless and to the extent authorized by GTA in connection with the performance of specific Services. Each of the Service Provider Personnel will wear a badge issued by GTA or the relevant Customer when at a GTA Facility.

4.8 **Exceptions to Subcontracting Requirements.** The Service Provider shall be permitted to use the following entities to provide the Services without any obligation to obtain approval from GTA: (i) Service Provider Affiliates; (ii) subcontractors that are approved in writing by GTA (but only for the functions for which they are approved); (iii) suppliers of services supporting the Commonly Shared Network; (iv) independent contractors and other contract labor; and (v) third parties which provide (A) a critical component of a Service Provider service to a substantial number of Service Provider customers using such service, or (B) services that are subject to regulatory or licensing requirements that are satisfied by use of such third party, in each case, which is not specifically engaged to provide Services to GTA. The Service Provider will provide advance written notice to GTA when engaging any of the entities described in clause (v) above to provide the Services.

5. TERM

5.1 **Term.** The term of this Agreement will commence on the Effective Date and will expire on December 31, 2020, subject to this Agreement being terminated earlier or extended pursuant to its terms (the "**Term**").

5.2 **Renewal Terms.** GTA will have the option to extend the initial Term of this Agreement for periods of up to one (1) year on the terms, conditions and pricing then in effect (each a "**Renewal**"). GTA will have three (3) such Renewal options. In order to exercise any such Renewal option (i.e., either for the initial Renewal or any subsequent Renewal), GTA will provide written notice to the Service Provider no later than three (3) months prior to the then-current Term expiration date.

5.3 **Extension of Termination/Expiration Date.** Upon thirty (30) days' prior written notice, and separate from and in addition to any Renewal rights described in Section 5.2, GTA may extend the effective date of any termination (in whole or in part) of this Agreement for any reason, or the expiration of this Agreement, one or more times as it elects in its discretion. However, the total extension under this Section 5.3 may not exceed one hundred eighty (180) days following the effective date of termination/expiration in place immediately prior to the initial extension under this Section 5.3.

6. CHARGES

6.1 Charges, Generally

- 6.1.1 Exhibit 4 (Pricing and Financial Provisions) describes all the Charges, along with the methodologies for how they are calculated. Notwithstanding the foregoing, the Charges are exclusive of charges and fees imposed by a Governmental Authority or arising out of a Regulatory Requirement ("**Regulatory Fees**"), which shall be invoiced by the Service Provider to GTA and paid in accordance with Section 6.4.1. Any increases or decreases to the Regulatory Fees will be applied to GTA.
- 6.1.2 The Charges and other taxes, fees and expenses for which GTA is responsible under this Agreement will fully compensate the Service Provider for providing the Services. GTA will not be required to pay the Service Provider any amounts for or in connection with performing the Services and fulfilling the Service Provider's obligations under this Agreement other than those amounts expressly payable to the Service Provider under this Agreement. Except to the extent otherwise expressly set forth in this Agreement, including in Attachment 4.6-C (LAN Financial Responsibilities Matrix), Attachment 4.8-C (WAN Financial Responsibilities Matrix), and Attachment 4.9-C (Voice Financial Responsibilities Matrix): (a) the Service Provider will be responsible for all costs that it or any Service Provider Personnel may incur in connection with this Agreement, including for facilities, assets, services, taxes and fees imposed on the Service Provider or its employees, infrastructure and other items; and (b) the Service Provider may not separately charge and will not be reimbursed for any overhead, or for any tools or other aids used by Service Provider Personnel in order to perform Services.
- 6.1.3 Except as expressly provided in this Agreement (including Exhibit 4 (Pricing and Financial Provisions)), in no event will information or changes in circumstances discovered after the Effective Date serve as the basis for the Service Provider to adjust its Charges or other terms.

6.2 Expenses

- 6.2.1 The Service Provider acknowledges that, except as may be otherwise expressly provided in this Agreement, all expenses that the Service Provider incurs in performing the Services are included in the Service Provider's Charges and rates provided in this Agreement. Accordingly, such Service Provider expenses are not separately reimbursable by GTA. Exhibit 4 (Pricing and Financial Provisions) describes the circumstances under which travel expenses and other Pass-Through Expenses are reimbursable by GTA to the Service Provider.
- 6.2.2 The Service Provider will use commercially reasonable efforts to minimize the amount of expenses for which GTA is responsible. With respect to services or materials paid for on a Pass-Through Expenses basis, GTA reserves the right to: (a) designate the third party source for such services or materials or designate the particular services or materials (e.g., equipment make and model) the Service Provider will obtain; provided, that if the Service Provider determines, in good faith, that either such designation will have an adverse impact on the Service Provider's ability to meet the Service Levels or otherwise perform its obligations under this Agreement, such designation will be subject to the Service Provider's approval; (b) designate the financial terms for obtaining such services or materials (e.g., purchase or lease and lump sum payment or payment over time); (c) require the Service Provider to identify and consider multiple sources for such services or materials or to conduct a competitive procurement at GTA's cost; and (d) review and approve, in a timely fashion, the applicable Pass-Through Expenses before entering into a contract for particular services or materials.

6.3 Taxes

- 6.3.1 Generally. Pursuant to O.C.G.A. § 50-25-8, GTA is exempt from the assessment of State taxes on any property acquired or under its jurisdiction. The Customers that constitute State agencies, as defined by O.C.G.A. § 48-1-2, are exempt from the assessment of sales and use taxes as allowed by Law. In addition, GTA and the Customers are exempt from federal taxes pursuant to 26 United States Code, Sections 4253(i) and (j). GTA makes no representation whatsoever as to the liability or exemption from liability of the Service Provider to any tax imposed by any governmental entity. Prior to application of any such exemption, GTA shall provide a valid and duly executed exemption certificate (Form ST-5 or its equivalent), certifying that GTA is exempt from tax. GTA further represents and agrees that any payment for Service under this Agreement shall be made directly to the Service Provider by warrant on appropriated government funds.
- 6.3.2 Service Taxes. The Service Provider will be financially responsible for all sales, service, value-added, use, excise and other taxes assessed by tax authorities against either Party or any GTA Customer on the provision of the Services as a whole, or on any particular Service; provided however, to the extent GTA is not exempt from sales and use taxes pursuant to applicable Law, GTA shall reimburse the Service Provider for such taxes, including any associated fines or penalties.
- 6.3.3 Income, Sales, Use and Property Taxes. The Service Provider will be responsible for paying to the relevant taxing authority its own taxes on net income, and for remitting any applicable sales, lease, use, personal property, stamp, duty or other such taxes on Equipment, Materials or property it owns or leases or licenses from a third party, including any lease or license assigned pursuant to this Agreement.
- 6.3.4 Taxes on Goods or Services Used by the Service Provider. The Service Provider will be responsible for all sales, service, value-added, lease, use, personal property, excise, consumption, and other taxes and duties payable by the Service Provider on any goods or services used or consumed by the Service Provider in providing the Services where the tax is imposed on the Service Provider's acquisition or use of such goods or services and the amount of tax is measured by the Service Provider's costs in acquiring or procuring such goods or services and not by GTA's or any other Customer's cost of acquiring such goods or services from the Service Provider.
- 6.3.5 Withholding. Any withholding tax or other tax of any kind that GTA is required by applicable Law to withhold and pay on behalf of the Service Provider with respect to amounts payable to the Service Provider under this Agreement will be deducted from such payable amount prior to remittance to the Service Provider. GTA will provide to the Service Provider reasonable assistance, which shall include the provision of documentation as required by revenue authorities, to enable the Service Provider to claim exemption from or obtain a repayment of such withheld taxes and shall, upon request, provide the Service Provider with a copy of the withholding tax certificate.
- 6.3.6 Tax Filings. The Service Provider will file appropriate tax returns, and pay applicable taxes owed arising from or related to the provision of the Services in all applicable jurisdictions.
- 6.3.7 Certification Regarding Sales and Use Tax. By executing this Agreement, the Service Provider certifies it is either (a) registered with the State Department of Revenue and collects and remits State sales and use taxes as required by State Law, including O.C.G.A. § 48-8-1 *et seq.*; or (b) not a "dealer" as defined in O.C.G.A. § 48-8-2. The Service Provider understands

that fraudulent certification may result in GTA or its representative filing for damages for breach of contract.

- 6.3.8 **Billing and Collection of Taxes.** The billing and collection of taxes by the Service Provider from GTA, if applicable, shall be subject to the provisions of Section 6.4.

- 6.4 **Invoices.** The following, along with the provisions of **Exhibit 4 (Pricing and Financial Provisions)**, govern the invoicing process:

6.4.1 The Service Provider will submit invoices to GTA on the seventeenth (17th) Business Day of each month, detailing the amounts payable by GTA under this Agreement. There is expected to be a single consolidated invoice per pay period (e.g., monthly), unless GTA and the Service Provider agree otherwise. GTA will remit payment to the Service Provider within sixty (60) days following GTA's receipt of an invoice submitted to GTA pursuant to this Agreement; provided, that GTA may withhold payment of any amounts that are disputed by GTA in good faith pending resolution of the dispute.

6.4.2 GTA may only withhold payment on disputed amounts within one hundred eighty (180) days of GTA's receipt of an invoice containing such Charge, credit or other item, provided that GTA still may dispute such Charge, credit or other item by providing notice within twelve (12) months from the date of GTA's receipt of an invoice containing such Charge, credit or other item. Following such notification, GTA and the Service Provider will promptly seek to resolve the dispute over the withheld or refunded amount by mutual discussion, subject to the dispute resolution procedures described in this Agreement. Any dispute described in this Section 6.4 will not relieve GTA from paying when due any portion of the invoice that GTA is not disputing. The Service Provider shall not invoice GTA, and GTA shall not be obligated to pay, any Charges that are not properly invoiced within ninety (90) days after the end of the month to which such Charges correspond; provided, however, that if GTA disputes an invoiced amount which is ultimately determined to be incorrect, then the Service Provider may issue an invoice with the correct amount following such determination (i.e., even if it is after such ninety (90) day period).

6.4.3 The Service Provider agrees to provide GTA with documentation and other information with respect to each invoice as may be reasonably requested by GTA to verify accuracy and compliance with the provisions of this Agreement.

- 6.5 **Prepaid Amounts and Refundable Items.** Where GTA has prepaid for a service or function for which the Service Provider is assuming financial responsibility under this Agreement, the Service Provider will credit to GTA, upon GTA's request, that portion of such prepaid expense which is attributable to month(s) after the Service Provider's assumption of such responsibility.

- 6.6 **Effect of Tariffs.** The terms of **Exhibit 4 (Pricing and Financial Provisions)** and the other terms and conditions of this Agreement shall govern and supersede the terms of any local, state or federal tariff existing as of the Effective Date of this Agreement or subsequently filed by the Service Provider, except to the extent otherwise required by Law. The Service Provider will not, during the Term of this Agreement, file a tariff affecting this Agreement, except to the extent required by Law or as GTA expressly consents in writing; provided that if applicable Law requires a tariff to be filed to enforce the terms of this Agreement, the Service Provider shall provide such tariff to GTA prior to filing in order to provide GTA a reasonable period of time to review and comment on such tariff. Further, if the Service Provider is required by Law to file any tariff that affects this Agreement, then the Parties will negotiate modifications to this Agreement in good faith that either: (a) avoid the application of such tariff to this Agreement; or (b) if only rates are affected by the tariff, result in adjusted rates for the Services that eliminate the adverse impact on GTA of such tariff. If the Parties are unable to mutually agree on the

appropriate modifications to this Agreement within thirty (30) days (or such longer period as the Parties otherwise may agree) after the filing or attempted enforcement of such a tariff required by Law that would accomplish the result specified in subsection (a) or (b) above, then GTA may terminate this Agreement, in whole or in part, upon written notice to the Service Provider on the date specified in such notice. Upon such termination, the Service Provider will promptly reimburse, unless prohibited by Law, GTA for any amounts paid by GTA as a result of such tariff that are in excess of the amounts that otherwise would be chargeable under this Agreement; provided, however, that if the Service Provider is so prohibited by Law, then the Service Provider will reimburse Charges for other Services in an amount to eliminate the adverse impact of such tariff on GTA.

7. USE OF GTA RESOURCES

This Section 7 sets forth the terms under which certain resources used by GTA prior to the Effective Date will be transferred or otherwise made available to the Service Provider for use in providing the Services.

7.1 GTA Owned and Leased Equipment

7.1.1 To the extent expressly required elsewhere in this Agreement, the Service Provider will use GTA Owned Equipment and GTA Leased Equipment to perform the Services. Such Equipment will be used solely as necessary to perform the Services. With respect to GTA Leased Equipment, the Service Provider will comply with any lease terms that have been disclosed to the Service Provider in writing (provided, however, any changes to such lease terms that impact the Service Provider's delivery of Services will be subject to the Change Control Procedures).

7.1.2 Except to the extent **Exhibit 4 (Pricing and Financial Provisions)** states otherwise, GTA will be responsible for maintaining, repairing, replacing and upgrading the GTA Owned Equipment and GTA Leased Equipment as needed for their use in the provision of Services and all associated costs and expenses, whether such costs are paid directly by GTA or by the Service Provider to be reimbursed by GTA.

7.2 GTA Third Party Contracts. Subject to the Parties obtaining any Required Consents pursuant to Section 7.5:

7.2.1 To the extent expressly required elsewhere in this Agreement, the Service Provider will use GTA Third Party Contracts to perform the Services. Such agreements will be used solely as necessary to perform the Services.

7.2.2 The Service Provider will comply with the terms and conditions imposed on GTA by the GTA Third Party Contracts that have been disclosed in writing to the Service Provider (provided, however, any changes to such contract's terms that impact the Service Provider's delivery of Services will be subject to the Change Control Procedures). Except to the extent **Exhibit 4 (Pricing and Financial Provisions)** states otherwise, GTA will be responsible for maintaining the GTA Third Party Contracts throughout the Term and will be responsible for all updates, renewals and fees under the GTA Third Party Contracts.

7.3 GTA Owned Software

7.3.1 To the extent expressly required elsewhere in this Agreement, the Service Provider will use GTA Owned Software and (subject to GTA having obtained any Required Consents pursuant to Section 7.5) GTA Licensed Software to perform the Services. Such software will be used solely as necessary to perform the Services. The Service Provider is permitted to use the

GTA Owned Software and GTA Licensed Software in accordance with the licenses granted in Section 11.

- 7.3.2 Subject to the rights and licenses granted under this Agreement, GTA (and each of the other Customers) retains all of its right, title and interest in and to the GTA Owned Software and GTA Licensed Software, and no such interests or licenses are assigned to the Service Provider. When any GTA Owned Software or GTA Licensed Software is no longer required for performance of the Services, the Service Provider will return such software to GTA in an agreed format or, at GTA's election, destroy it and certify the destruction of all copies in the Service Provider's (or any of its Subcontractor's) possession or control.
- 7.3.3 The Service Provider will comply with the terms and conditions imposed on GTA by the license for any GTA Licensed Software that have been disclosed in writing to the Service Provider (provided, however, any changes to such license terms that impact the Service Provider's delivery of Services will be subject to the Change Control Procedures).

7.4 Terms Applicable to GTA Facilities

- 7.4.1 Except as expressly provided otherwise in this Agreement, the Service Provider is responsible for providing the facilities and facilities-related support it needs to provide the Services; provided, that GTA shall provide, maintain and support the facilities owned and leased by GTA and the Customers.
- 7.4.2 To the extent the Service Provider utilizes GTA Facilities to provide the Services, the Service Provider's use of the GTA Facilities will be for the sole and exclusive purpose of providing the Services and will be subject to the terms set forth in this Section 7.4. **GTA FACILITIES ARE PROVIDED BY GTA AND THE GTA CUSTOMERS TO THE SERVICE PROVIDER ON AN AS-IS, WHERE-IS BASIS.**
- 7.4.3 For Service Provider Personnel working on-site at GTA Facilities, GTA will provide commercially standard workspace for each individual to perform work, as well as access to any required office equipment (e.g., printer, copier). The Service Provider will be responsible for addressing, in its discretion and at its cost but with the cooperation of GTA, any requests by such on-site Service Provider Personnel for additional workplace accommodations (e.g., to their workspaces).
- 7.4.4 The Service Provider will use the GTA Facilities in an efficient manner and in a manner that does not unreasonably interfere with GTA's business operations. The Service Provider will not commit or permit waste or damage to GTA Facilities or use them for any unlawful purpose or act. The Service Provider will comply with GTA's standard policies and procedures and with applicable leases made available in advance and in writing to the Service Provider regarding access to and use of the GTA Facilities, including procedures for the physical security of the GTA Facilities. The Service Provider is responsible for any damage (excluding ordinary wear and tear) to GTA Facilities resulting from its use of the GTA Facilities.
- 7.4.5 The Service Provider will permit GTA and its agents and representatives to enter any portions of the GTA Facilities occupied by Service Provider Personnel at any time.
- 7.4.6 The Service Provider may not make improvements or changes involving structural, mechanical or electrical alterations to the GTA Facilities without GTA's prior written approval. Any improvements to the GTA Facilities will become the property of GTA.

7.4.7 When GTA Facilities are no longer required for performance of the Services (or at the end of the applicable lease term, if shorter), the Service Provider will return them to GTA in substantially the same condition as when the Service Provider began use of them, subject to reasonable wear and tear.

7.4.8 GTA may, upon reasonable prior written notice to the Service Provider, add, remove or change GTA Facilities. If such addition, removal or change is likely to have an adverse impact on the Service Provider's ability or cost to meet the Service Levels or otherwise perform its obligations under this Agreement, then prior to such change, the Parties will jointly develop and mutually agree to a transition plan to effectively transition any applicable Services to a new facility and make any necessary modifications to this Agreement (including temporary modifications and Operational Changes).

7.5 **Required Consents.** GTA, with the Service Provider's cooperation as requested by GTA, is responsible for obtaining Required Consents under any of the leases, contracts or licenses referred to in this Section 7. GTA will pay any fees (such as transfer or upgrade fees) required to obtain a Required Consent. Unless and until any Required Consent has been obtained, the Service Provider will use commercially reasonable efforts to propose and, subject to GTA's prior approval and payment of any fees associated with any resulting Changes or New Services, adopt such alternative approaches as are necessary and sufficient for the Service Provider to provide the Services in accordance with the terms of this Agreement.

7.6 **Managed Agreements.** Certain agreements may be expressly identified as "Managed Agreements" in Exhibit 4 (Pricing and Financial Provisions). GTA hereby appoints the Service Provider to act as an agent of GTA, and, provided such Managed Agreements are disclosed in writing to the Service Provider, the Service Provider accepts such appointment, for the limited purposes of performing those responsibilities described in detail in Exhibit 4 (Pricing and Financial Provisions). The Service Provider will perform these obligations subject to the provisions of this Agreement. Pursuant to the Change Control Procedures, GTA may terminate or provide additional restrictions on the Service Provider's agency appointment with respect to the Managed Agreements or add or remove any Third Party agreements to the set of Managed Agreements by notifying the Service Provider in writing. To the extent any such addition or termination of a Managed Agreement constitutes an Operational Change (if at all), then the Operational Change Control Procedures will apply.

8. RESOURCE ACQUISITIONS DURING THE TERM

8.1 **Purchases under GTA Master Contracts.** Subject to compliance with the State Purchasing Act, the Service Provider shall, when requested by GTA, make commercially reasonable efforts to use the GTA Master Agreements to procure Equipment, Software and services for which GTA is financially responsible under this Agreement, unless the Service Provider can procure such products or services at lower cost or with greater efficiency than such products or services can be procured through such GTA Master Agreements. In addition, at GTA's request, the Service Provider will consider in good faith utilizing GTA Master Agreements to procure Equipment and Software for which the Service Provider is financially responsible. The Parties acknowledge and agree that all purchases hereunder of Equipment, Software and services for which GTA is financially responsible under this Agreement are subject to the State Purchasing Act.

8.2 **General Responsibility and Compatibility.** The Service Provider will provide the Services using equipment, software, tools and processes that satisfy the compatibility requirements of the Service Provider in the Service Management Manual and the Operating Level Agreements. This may include implementing and maintaining interfaces with GTA and other service provider problem management, change control, and configuration management systems to the extent reasonably required to maintain such

compatibility in accordance with the compatibility requirements of the Service Provider in the Service Management Manual and the Operating Level Agreements.

8.3 Equipment

- 8.3.1 Except for Equipment for which this Agreement assigns financial responsibility to GTA, the Service Provider is responsible for acquiring, at its expense, the Equipment that the Service Provider deems necessary or appropriate to render the Services in compliance with this Agreement. Unless stated otherwise in Exhibit 2 (Statement of Work and Solution), the Service Provider will not be required to assign any equipment leases and associated maintenance contracts to GTA.
- 8.3.2 In the case of any equipment that is dedicated exclusively to the provision of Services to GTA and for which GTA has financial responsibility, GTA may either acquire the equipment itself or request that the Service Provider acquire the equipment on GTA's behalf, acting as GTA's purchasing agent, in which case, the Service Provider will, to the extent permitted under the Third Party Contracts, use commercially reasonable efforts to acquire the equipment in the name of GTA (on a Pass-Through Expense basis) at the lowest price available to the Service Provider (subject to Section 8.1).

8.4 Software and Tools

- 8.4.1 Except for software and tools for which this Agreement assigns GTA as having financial responsibility or that this Agreement requires to be provided by the MSI, an Integrated Service Provider, or Customer of GTA, the Service Provider is responsible for acquiring the software and tools as the Service Provider deems necessary or appropriate (or as otherwise required pursuant to the Agreement) to render the Services, in its own name, subject to the remainder of this Section 8.4.
- 8.4.2 In the case of any software for which GTA has financial responsibility, GTA may either acquire the software licenses itself or request that the Service Provider acquire the software licenses on GTA's behalf, acting as GTA's purchasing agent, in which case the Service Provider will, to the extent permitted under the Third Party Contracts, use commercially reasonable efforts to acquire the software in GTA's name (on a Pass-Through Expense basis) at the lowest price available to the Service Provider (subject to Section 8.1).
- 8.4.3 The Service Provider grants to GTA and the other Customers (and their respective service providers), excluding the Commonly Shared Network, a worldwide, fully paid up, non-exclusive license to access and use the Service Provider-owned, and the Service Provider Affiliate-owned, software and tools used by the Service Provider to provide the Services during the Term solely as necessary to and for the purpose of receiving and using the Services.
- 8.4.4 Excluding the Commonly Shared Network, the Service Provider will not utilize any third party owned software or tools to provide the Services that are not generally commercially available without GTA's prior written consent, which shall not be unreasonably withheld. Without limiting GTA's rights under this Section, subject to the Service Provider obtaining any Required Consents and the terms of any third party agreement, GTA may require the Service Provider to use commercially reasonable efforts to obtain for GTA, where applicable, a non-exclusive license for GTA and the other Customers (and their respective service providers) to access and use such non-commercially available third party software and tools solely as necessary to and for the purpose of receiving and using the Services. If the Service Provider nonetheless utilizes such third party software or third party tools without obtaining

GTA's prior written approval, the Service Provider will be obligated to obtain the license (and the maintenance and support agreement) described in the prior sentence at no charge to GTA.

- 8.4.5 Nothing in this Section 8.4 shall be deemed to constitute a transfer or sale of the Service Provider's ownership rights in or to the Service Provider-owned, or Service Provider Affiliate-owned, software or tools or any intellectual property rights therein. The Parties hereby acknowledge and agree that the Service Provider will retain all right, title, interest and ownership of any kind in and to the Service Provider-owned, or Service Provider Affiliate-owned, software or tools or any intellectual property rights therein, and, as between GTA and the Service Provider, such software and tools shall remain the exclusive property of the Service Provider, subject to the license rights expressly granted to GTA in this Section 8.4.

9. TRANSITION

- 9.1 **Transition Generally.** Starting on the Effective Date, the Service Provider will perform the Services necessary to complete the Transition set forth in Exhibit 2 (Statement of Work and Solution) (collectively, the "**Transition Services**"). The Transition Services will be conducted in accordance with the Transition Plan, which is described in more detail below.

9.2 Performance and Completion of Transition

- 9.2.1 The Service Provider will comply with the mutually agreed timetable for performance of each Transition project and identify and resolve, or assist GTA in the resolution of, any problems encountered in the timely completion of each task. A Transition will not be considered to be complete until the final Transition Milestone goes through the acceptance process and satisfies the associated Acceptance Criteria and procedures described in the Transition Plan.
- 9.2.2 GTA Responsibilities (including the responsibilities of third party providers) with respect to Transition Milestones will be as expressly set forth as such in the Transition Plan.
- 9.2.3 GTA reserves the right to monitor, test and otherwise observe and participate in the Transition, consistent with the Transition Plan.
- 9.2.4 Acceptance testing of the results of Transition projects will be carried out in accordance with any applicable requirements in this Agreement, subject to any acceptance test plan or other specific terms set out in Exhibit 2 (Statement of Work and Solution).
- 9.2.5 The Service Provider will perform all Transition activities in a manner that minimizes any unplanned disruption to GTA or its business operations.
- 9.2.6 GTA may elect at its sole discretion to suspend the Transition at any time for a single period of up to three (3) months, at no additional Charge to GTA. For any suspensions in excess of three (3) months, if the suspension of Transition is not due to a breach by the Service Provider of its Transition obligations, then GTA will be responsible for the incremental Charges associated with the cost incurred by the Service Provider in connection with the suspension of Transition. If the suspension of Transition is due to a breach by the Service Provider of its Transition obligations, then GTA will not be responsible for any incremental Charges. The Parties will use good faith efforts to mitigate any incremental costs or other impacts associated with the suspension of Transition.
- 9.2.7 In addition to any Deliverable Credits that may be applicable pursuant to Exhibit 3 (Reporting and Service Level Management), if any Transition Milestone is not completed

on schedule and the delay is due to the breach of the Service Provider (including its Subcontractor(s)), then without prejudice to GTA's other rights and remedies under this Agreement:

- (a) If GTA incurs demonstrable excess or continuing costs that would not have been incurred if the delayed Transition Milestone had been completed on schedule (e.g., GTA is required to continue to provide services internally or procure them externally for a longer period than contemplated), and such excess or continuing costs exceed any Deliverable Credits earned by GTA, then GTA may pursue recovery of the excess or continuing costs incurred by GTA in excess of the applicable Deliverable Credits, if any, but shall not recover twice for the same loss. GTA will make commercially reasonable efforts to mitigate any of the costs for which it seeks to recover under this Section 9.2.7; and
- (b) For clarity, GTA will have the right to withhold payment of Transition Charges associated with any Transition Milestone affected by the breach by the Service Provider until the applicable Transition Milestone has completed the acceptance process under the Agreement.

The Service Provider hereby consents to the application to it of the remedies provided above in recognition of the risk such default and delay would cause GTA and the inherent difficulty of predicting the damages such default and delay would cause.

9.3 GTA Cooperation and Support. GTA will cooperate with the Service Provider in the conduct of the Transition and provide support as described in the Transition Plan.

9.4 Transition Plan. The Transition will be conducted in accordance with the applicable written Transition Plan, which will include: (a) a description of the technology methods and procedures, personnel, and organization that the Service Provider will use to perform such Transition; (b) a schedule of Transition activities; (c) a detailed description of the respective roles and responsibilities of GTA, Customers, the Service Provider and other parties; (d) the specific resources to be provided by any Customers to support the Transition; (e) the expected completion date for each Transition task; (f) the Acceptance Criteria (and, if appropriate, testing) to be applied by GTA in evaluating Transition Deliverables and Transition Milestones; (g) a description of any one-time or other Charges to GTA which are associated with the Transition Plan, including Transition Deliverable Acceptance Criteria and timing for payment(s); and (h) such other information and planning as are necessary to ensure that the Transition takes place on schedule and with minimal disruption to GTA operations. The Service Provider will be responsible for preparing, revising, and finalizing the plans, provided that: (x) the Service Provider will cooperate and work closely with GTA in finalizing the Transition Plan (including incorporating any changes, modifications, and enhancements to the Transition Plan as reasonably requested by GTA and addressing GTA comments); and (y) the final Transition Plan (and any changes thereto, including any Transition activities agreed upon after the Transition start date) will be subject to written approval by GTA and the Service Provider, which shall not be unreasonably withheld. A draft of the Transition Plan is provided in **Exhibit 2 (Statement of Work and Solution)**, and the final Transition Plan will not alter any material requirements in the draft Transition Plan without the mutual agreement of the Parties.

10. DELIVERABLES

10.1 Definition. "*Deliverable*" means any item that is expressly identified as a "Deliverable" in this Agreement and required to be provided as part of the Services to GTA by the Service Provider. This Section 10 describes the default acceptance process for each Deliverable; provided, however, that, for any given Deliverable, a different acceptance process may be set forth elsewhere in this Agreement or otherwise may be expressly agreed in writing by the Parties.

10.2 Deliverable Acceptance Process

- 10.2.1 Upon delivery of a Deliverable by the Service Provider, GTA may, as applicable, review and test such Deliverable to determine whether it meets its corresponding acceptance criteria as agreed to by the Parties and set forth in writing in this Agreement or another document set forth and signed by the Parties ("*Acceptance Criteria*").
- 10.2.2 For any Deliverable for which the Parties have expressly agreed to any Acceptance Criteria, GTA will have thirty (30) days (or such other number of days as may be agreed by the Parties) after delivery to complete GTA's review and testing of such Deliverable ("*Review Period*"). The Service Provider will assist GTA as it reasonably requires in such review and testing.
- 10.2.3 Prior to the expiration of the applicable Review Period, GTA will issue to the Service Provider a written statement (a "*Deliverable Review Statement*") indicating acceptance ("*Acceptance*") or rejection ("*Rejection*") of the Deliverable based on GTA's review and testing. In the event of Rejection, GTA will give its reasons for Rejection with reasonable details of the non-conformities.
- 10.2.4 Notwithstanding the foregoing, if GTA does not provide a Deliverable Review Statement by the end of the Review Period, the Service Provider shall so inform GTA, and provide GTA an additional Review Period of at least fifteen (15) days (or such other number of days as may be agreed by the Parties). If GTA does not accept or deliver a notice of Rejection by the end of such additional Review Period, then GTA will be deemed to have accepted the Deliverable. For clarity, a Deliverable will not be deemed to be Accepted by GTA based on payment for or use of such Deliverable.
- 10.2.5 Without limiting any other rights or remedies that otherwise may be available to GTA:
- (a) Upon receipt of a Rejection, the Service Provider will promptly (but no later than five (5) Business Days after receipt, unless the Parties agree otherwise) provide a proposed corrective action plan, at no cost to GTA, for GTA's review and comment.
 - (b) The Service Provider will promptly correct and remedy any non-conformities with the Acceptance Criteria reported by GTA in the Deliverable Review Statement in accordance with the corrective action plan.
 - (c) Upon revision/correction of the Deliverable, the Service Provider will provide GTA with the revised Deliverable, whereupon the acceptance testing procedure applicable to such Deliverable will be available to GTA until Acceptance is achieved.

11. PROPRIETARY RIGHTS

11.1 GTA's Ownership of Work Product

- 11.1.1 Subject to Sections 11.2 and 11.4, the Service Provider agrees that all Work Product, together with all Intellectual Property Rights arising in and to such Work Product, will be the sole and exclusive property of GTA, as of the moment of their creation; provided, however, in no event will Service Provider Materials or any portions of the AT&T Network Infrastructure be deemed to be Work Product. More specifically, the Service Provider agrees that all Work Product is, to the extent possible under Law, a "work made for hire" (as defined in the United States Copyright Act of 1976 or other applicable Laws). Accordingly, GTA will be considered the author of such Work Product for all purposes, and subject to the Service

Provider's ownership of Service Provider Materials and the AT&T Network Infrastructure and any Intellectual Property Rights in or to the same, GTA will be and remain at all stages of completion, the sole and exclusive owner of the Work Product and all right, title and interest arising therein.

11.1.2 To the extent (a) any Work Product is not deemed to be a work made for hire, and (b) any of the rights, title and interest arising in and to Work Product cannot be assigned by the Service Provider to GTA, the Service Provider hereby grants GTA an exclusive, perpetual, royalty-free, fully paid up, irrevocable, worldwide license (and to permit Customers, service providers and other parties to do the same) to practice such non-assignable rights, title and interest of the Service Provider. Further, the Service Provider will not cause or allow any liens or encumbrances to be placed against, or grant any security interest in, Work Product. The Service Provider also will not cause any liens or encumbrances to be placed against, or grant any security interest in GTA's Confidential Information, as defined in Section 17 below.

11.1.3 The Service Provider (a) further agrees to provide, and to ensure that its Service Provider Personnel provide, all assistance reasonably requested by GTA to perfect GTA's rights hereunder, and (b) will take such actions and make, sign, execute, acknowledge, and deliver all such documents as may from time to time be necessary to convey to GTA, its successors and assigns, all rights granted by the Service Provider herein. The Service Provider agrees that GTA will have the sole and exclusive right to register in its own name the copyrights and other Intellectual Property Rights arising in and to the Work Product.

11.2 Service Provider Materials. GTA acknowledges that the Service Provider may, in the performance of Services or creation of Work Product, use the Service Provider Materials. The Service Provider agrees that, except with the prior written consent of GTA, (a) the Service Provider will not include or incorporate any Service Provider Materials in any Work Product, and (b) Work Product will not be derivative works of the Service Provider Materials. Notwithstanding anything to the contrary contained in this Agreement, the Service Provider will continue to retain the ownership and title to all the Service Provider Materials and the AT&T Network Infrastructure and any Intellectual Property Rights in and to the foregoing, and nothing contained herein will be construed as preventing or restricting the Service Provider from using the Service Provider Materials and AT&T Network Infrastructure in any manner. To the extent that any Service Provider Materials are incorporated or contained in any Work Product, or any Work Product is a derivative work of any Service Provider Material, the Service Provider hereby grants to GTA and all of the Customers the following: (x) a non-exclusive, perpetual, royalty-free, fully paid up, irrevocable, worldwide license to access, use, copy, configure, maintain, install, perform, display, distribute and, where source code is made available to GTA pursuant to the terms of this Agreement, to create derivative works of any such Service Provider Materials as part of the relevant Work Product in which the foregoing is incorporated or contained; and (y) the right to permit third parties to exercise such rights in any such Service Provider Materials, but solely in connection with their provision of services to GTA and the other Customers. The foregoing license does not authorize GTA, Customers or any third party to separate the Service Provider Materials from the Work Product in which they are incorporated for creating a standalone product for marketing to or use by others. For clarity, GTA will own all such Work Product described in this paragraph, subject to the Service Provider's ownership rights in the Service Provider Materials and the Service Provider's or any third parties' ownership rights in the AT&T Network Infrastructure.

11.3 GTA IP. The Service Provider agrees that as between the Service Provider and GTA, GTA will retain all of its right, title and interest in and to all GTA IP. GTA hereby grants the Service Provider and Service Provider Personnel, as applicable, a limited license to Use any such GTA IP to the extent made available by GTA, and only as necessary to provide Services under this Agreement.

- 11.4 Third Party Components and Open Source.** Prior to the Service Provider incorporating into any Work Product (or providing any Work Product with a dependence on): (a) any Third Party IP that is Software; or (b) materials that would cause any Work Product to be subject to an Open Source License, the Service Provider will provide a written, detailed itemization of such proposed Third Party IP or other materials and the purpose of such inclusion, incorporation or dependence. Except as expressly provided otherwise in this Agreement, the Service Provider will not incorporate into any Work Product (or have any Work Product depend on), any Third Party IP or other such materials without first obtaining GTA's prior written consent, which GTA may give or withhold in its sole discretion. Without prejudice to Sections 15.3 and 19.1.6, if any Third Party IP or materials that would cause any Work Product to be subject to an Open Source License are included in any Work Product with the prior written consent of GTA, the use and access to such Third Party IP or materials will be governed by the respective third party end user license or the Open Source License. The Service Provider will make known and available to GTA any such end user license and/or Open Source License prior to seeking GTA approval to produce such Work Product with the incorporation or dependence upon, as applicable, Third Party IP or Open Source Licenses.
- 11.5 Delivery of Work Product and IP Upon Termination/Expiration.** Upon any termination or expiration of this Agreement, or termination or completion of any particular Services, the Service Provider will promptly deliver to GTA, in accessible electronic form or such other form as is permitted by this Agreement, all Work Product (including, for clarity, all Source Code of Software that is Work Product) and other works in progress pertaining to the applicable Services, as well as GTA IP and any Service Provider Materials (including the Service Provider's software) to which GTA has been granted (or is to be granted) license rights pursuant to this Agreement, in each case that are in the Service Provider's possession or control.
- 11.6 Residuary Rights.** GTA and the Service Provider will be entitled to use the general knowledge and experience gained and retained in the unaided human memory of their personnel in connection with this Agreement, provided that in doing so they do not disclose Confidential Information of the other Party (or its Affiliates, in the case of the Service Provider; or other Customers, in the case of GTA), in violation of this Agreement or misappropriate or infringe the Intellectual Property Rights of the other Party (or its Affiliates or other Customers, as applicable) or third parties who have licensed or provided materials to the other Party (or its Affiliates or other Customers, as applicable).
- 11.7 Intellectual Property Rights Agreements with Service Provider Personnel.** The Service Provider is responsible for having in place with all Service Provider Personnel (either directly or indirectly through their respective employers) such agreements respecting Intellectual Property Rights and moral rights as are necessary to give full effect to this Section 0.
- 11.8 Licenses and Rights Survive Bankruptcy and Insolvency.** In the event of the commencement of bankruptcy proceedings by or against the Service Provider (or an Affiliate of the Service Provider) under the U.S. Bankruptcy Code, the Parties acknowledge as follows: (a) this Agreement is subject to Section 365(n) of the U.S. Bankruptcy Code; (b) all rights and licenses granted in Service Provider Materials (or materials of an Affiliate of the Service Provider) under or pursuant to this Agreement by the Service Provider to GTA, are and will otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, license rights to "intellectual property" as defined under the U.S. Bankruptcy Code; (c) GTA, as licensee of such rights under this Agreement, may at its sole discretion retain and may fully exercise all of its rights and elections as creditor under the U.S. Bankruptcy Code including rights, pursuant to such Section 365(n), to retain all of its rights under this Agreement and under any agreement supplementary thereto; (d) if GTA elects to retain its rights pursuant to Section 365(n)(1)(B) of the Bankruptcy Code, upon GTA's written request, the trustee as defined in the U.S. Bankruptcy Code will provide any applicable intellectual property (as defined under the U.S. Bankruptcy Code, and including any embodiment) to GTA; (e) if GTA elects to retain its rights pursuant to such Section 365(n)(1)(B), in

the event that such trustee does not do so, GTA will have the right to maintain and/or make upgrades and improvements to the intellectual property (including such embodiment), as applicable; and (f) unless and until such trustee rejects this Agreement, on the written request of GTA, such trustee will perform under this Agreement or provide to GTA the intellectual property (including any embodiment) held by such trustee, as directed in such written request, and will not interfere with GTA's rights to such intellectual property.

12. TERMINATION

12.1 Termination by GTA for Cause

- (a) If the Service Provider commits a material breach of this Agreement and (i) does not cure such default within thirty (30) days of receipt of a notice of default, or (ii) is not capable of curing the default, then GTA may, by giving written notice to the Service Provider, terminate this Agreement, in whole or in part, without further liability to GTA, as of the termination date specified in the notice; provided that if the nature of the breach is such that it is curable but cannot be cured within thirty (30) days, the Service Provider shall be permitted a longer period to cure such breach (not to exceed sixty (60) days from receipt of notice of default from GTA), provided the Service Provider commences efforts to cure the breach within thirty (30) days of receipt of the notice of default and continues to diligently pursue efforts to cure the breach.
- (b) If the Service Provider repeatedly defaults on any of its obligations under this Agreement (whether material or non-material), the cumulative effect of which is a material breach of this Agreement, then GTA may, by giving written notice to the Service Provider, terminate this Agreement, in whole or in part, without further liability to GTA, as of the termination date specified in the notice without providing the Service Provider a right to cure; provided, however, that as a condition to GTA exercising its termination right, GTA shall have given the Service Provider prior written notice that the Service Provider may be subject to termination pursuant to this Section 12.1(b) upon any future default by the Service Provider of any of its obligations under this Agreement (whether material or non-material) along with an explanation regarding the applicability of this Section 12.1(b).
- (c) If the Service Provider materially breaches any representation or warranty in Section 15.7.1, Section 15.7.4 or Section 15.7.11, then GTA may, by giving written notice to the Service Provider, terminate this Agreement, in whole or in part, without further liability to GTA, as of the termination date specified in the notice.
- (d) If (i) the Service Provider commits a Minimum Service Level Default for the same Critical Service Level for any three (3) consecutive months, or for any five (5) months out of any rolling twelve (12) month period; (ii) GTA has earned Service Level Credits that equal the At-Risk Amount for three (3) consecutive months, or for any five (5) months out of any rolling twelve (12) month period; or (iii) during any rolling twelve (12) month period, GTA has earned Service Level Credits equal to or exceeding fifty percent (50%) of the total At-Risk Amount for such period, then GTA may, by giving written notice to the Service Provider, terminate this Agreement, in whole or in part, without further liability to GTA, as of the termination date specified in the notice; provided that this right to terminate will not be construed as precluding GTA from claiming that some other combination of failures to meet Service Levels is a material breach of this Agreement and to exercise any available remedies in connection with such material breach, including those set forth above.

Any such termination by GTA will not constitute an election of remedies and will be without prejudice as to GTA's other rights and remedies. For avoidance of doubt, GTA will still be obligated to pay any accrued Charges for any Services completed or work performed prior to the effective date of termination

and shall be responsible for any applicable Charges for Termination Assistance Services and reimbursement of the Volume Credits as set forth in Exhibit 4 (Pricing and Financial Provisions).

12.2 Termination by GTA for Convenience. GTA may terminate this Agreement (in whole or in part), at any time for its convenience (i.e., for any reason or no reason) by giving the Service Provider at least sixty (60) days' prior written notice specifying the terminated Services and designating the termination date. If a purported termination for cause by GTA under Section 12.1 (or another provision of this Agreement) is found by a competent authority not to have been a proper termination for cause, then at GTA's option such termination will be deemed to have been a termination for convenience by GTA under this paragraph. For avoidance of doubt, GTA will still be obligated for any accrued Charges for any Services completed or work performed prior to the effective date of termination, any applicable Charges for Termination Assistance Services, any applicable termination charges and reimbursement of the Volume Credits pursuant to Exhibit 4 (Pricing and Financial Provisions).

12.3 Termination by GTA for Good Reason. Subject to payment of accrued Charges for any Services completed or work performed prior to the effective date of termination, any applicable Charges for Termination Assistance Services, and any applicable termination charges and Volume Credit reimbursements pursuant to Exhibit 4 (Pricing and Financial Provisions), under any of the following scenarios, GTA may terminate this Agreement, for good reason, as set forth below:

12.3.1 Termination for Privatization, Divestiture or Dissolution of GTA. In the event the State elects to privatize, divest its control over or dissolve GTA through a single transaction or a series of related transactions, GTA may terminate this Agreement at any time within twelve (12) months after the applicable transaction(s), by giving the Service Provider written notice at least sixty (60) days prior to the termination date specified in a notice of termination from GTA.

12.3.2 Change in Control. If there is a Change in Control of the Service Provider, GTA may terminate this Agreement (in whole or in part) at any time within twelve (12) months after the applicable transaction(s), by giving the Service Provider written notice at least sixty (60) days prior to the termination date specified in a notice of termination from GTA. "*Change in Control of the Service Provider*" means (a) that any other entity, person or "group" (as such term is used in Section 13(d) of the Securities Exchange Act of 1934, as amended) will acquire (and eventually does acquire) Control, or all or substantially all of the assets, of the Service Provider (or any parent company of the Service Provider), whether directly or indirectly, in a single transaction or series of related transactions, or (b) that the Service Provider (or any parent company of the Service Provider) will consolidate with, or be merged with or into, another entity, or will sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of the assets of the Service Provider to another person(s) or entity(ies).

12.3.3 Termination Due To Adverse Changes in the Service Provider's Financial Circumstances

If the Service Provider (i) files a petition in bankruptcy; (ii) has an involuntary petition in bankruptcy filed against it which is not challenged within twenty (20) days; (iii) makes a general assignment for the benefit of creditors; (iv) admits in writing its inability to pay substantially all of its debts as they mature; or (v) has a receiver appointed for its assets; then GTA may terminate this Agreement, in whole or in part, as of the date specified in such written notice of termination. The Service Provider will notify GTA as soon as possible if one of the circumstances described above occurs. The Service Provider will certify, within ten (10) days of a request by GTA, that none of such circumstances have occurred as of the date of certification or, to the best of the Service Provider's knowledge, are likely to occur within twenty four (24) months after the date of certification.

In the event of an occurrence of any of the events described in this Section 12.3.3, in addition to the other rights and remedies set forth herein, to the maximum extent permitted by Law, GTA will have the immediate right to retain possession (and, to the extent not in its possession, take possession) for safekeeping of all GTA Data, GTA Confidential Information, Work Product and any other materials that are licensed to GTA in accordance with this Agreement, GTA Owned Equipment, and all other Equipment or Systems to which GTA or the other Customers are or would be entitled during the Term or upon the expiration or any termination of this Agreement. The Service Provider will cooperate fully with GTA and the other Customers and assist GTA and the other Customers in identifying, retaining or taking possession of the items listed in the preceding sentence. GTA will have the right to hold such GTA Data, Confidential Information, Materials, Equipment and Systems until such time as the trustee in bankruptcy, receiver, manager or other similar person or entity, can provide adequate assurances and evidence to GTA that GTA and the other Customers will be protected from sale, release, inspection, publication, or inclusion in any publicly accessible record, document, material or filing. The Service Provider and GTA agree that without this material provision, GTA would not have entered into this Agreement or provided any right to the possession or use of GTA Data, GTA Confidential Information or GTA IP covered by this Agreement.

- 12.3.4 Lack of Sufficient Funds or Statutory Authority. The total payment established under this Agreement is payable by GTA solely from fees received by GTA from GTA Customers for their use of the Services. In no event will the total obligation of GTA to the Service Provider under this Agreement in any fiscal year exceed the sum of the fees received by GTA from GTA Customers during the same fiscal year. In the event that the source of payment for the total payments under this Agreement no longer exists or is insufficient with respect to the Services as a result of a reduction in funding, insufficient appropriations, or is otherwise reduced pursuant to Law, then GTA may immediately decrease the amount and types of the Services in such manner and for such periods of time as GTA may elect. In such event, the Charges will be (a) adjusted downward in accordance with Exhibit 4 (Pricing and Financial Provisions), to the extent applicable, or (b) adjusted downward in proportion to the portion of the Services that the Service Provider will not be providing to the extent that Exhibit 4 (Pricing and Financial Provisions) does not expressly provide for such reduction. GTA will promptly notify the Service Provider if GTA believes that the necessary funding or authorizations will not be obtained. If partial funding sufficient only for a portion of the Services will be made available, the Parties may agree to perform their respective obligations relative to such Services, and this Agreement will be amended accordingly. GTA is a body corporate and politic, an instrumentality of the State, and a public corporation, and many of the GTA Customers are State entities whose authority is subject to the actions of the State legislature. Some GTA Customers may additionally be subject to the actions of the United States Congress or other U.S. Governmental Authorities. If funds sufficient to pay GTA's obligations under this Agreement in any fiscal year are not received by GTA from GTA Customers or if GTA's statutory authority to enter into this Agreement is repealed by the State legislature or ruled unconstitutional by a court of competent jurisdiction, then GTA may, upon written notice to the Service Provider, terminate this Agreement, in whole or with respect to a sub-Service, as of the termination date specified in the notice. Certification from GTA regarding the insufficiency of funds received from GTA Customers to pay the obligations under this Agreement shall be deemed conclusive. If GTA, any GTA Customer(s) and/or the subject matter of this Agreement become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would (i) render the continued provision of the Services impossible or unnecessary, (ii) render this Agreement invalid, illegal or otherwise unenforceable, (iii) substantially decrease the amount and types of the Services, or (iv) terminate the appropriations for this Agreement, then GTA may, upon

notice to the Service Provider, terminate this Agreement, in whole or with respect to a sub-Service, as of the termination date specified in the notice. Nothing herein pledges the credit of the State or any of its departments or agencies to make the payments contemplated in this Agreement.

- 12.3.5 Regulatory Termination Rights. If (a) the Service Provider becomes listed on the prohibited vendors list authorized by Executive Order Number 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control, or (b) the Service Provider becomes suspended or debarred from doing business with the federal government as listed in the Excluded Parties List System maintained by the General Services Administration or debarred by the Georgia Department of Administrative Services, then GTA may, upon notice to the Service Provider, terminate this Agreement, in whole, or in part, as of the termination date specified in the notice. The Service Provider further certifies that neither the Service Provider nor any of its subcontractors have been debarred, suspended or declared ineligible for any agency of the State or as defined in the Federal Acquisition Regulations 48 C.F.R. Ch. 1 Subpart 9.4. The Service Provider immediately will notify GTA if the Service Provider or any of its Subcontractors become debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by any federal entity.

- 12.4 **Termination by the Service Provider**. If GTA fails to pay the Service Provider when due undisputed invoiced amounts totaling at least two (2) months' worth of Charges under this Agreement, and fails to make such payment within thirty (30) days after the date GTA receives notice of such non-payment from the Service Provider, then the Service Provider may terminate this Agreement, by sending written notice to GTA terminating this Agreement, in which event this Agreement will terminate as of the date specified in the notice of termination (but not earlier than thirty (30) days after GTA's receipt of such notice).

- 12.5 **Partial Termination**. If this Agreement is terminated in part pursuant to this Agreement, the portions of this Agreement not terminated will continue in force according to the terms of this Agreement. The Charges payable under this Agreement will be adjusted in accordance with Exhibit 4 (Pricing and Financial Provisions) or, if no adjustment is provided in Exhibit 4 (Pricing and Financial Provisions), then the Charges will be equitably adjusted.

13. TERMINATION ASSISTANCE

- 13.1 **General**. If requested by GTA following a notice of termination with respect to any Affected Services (including notice based upon default by GTA) or at any time beginning six (6) months prior to the originally scheduled expiration date of this Agreement, the Service Provider shall, as requested by GTA and for an aggregate period of up to twelve (12) months for the Affected Services subject to such termination or expiration, provide Termination Assistance to GTA and/or other Customers, and/or Integrated Service Providers, in each case upon GTA's request. The quality of the Services provided by the Service Provider, and the Service Provider's performance of the Services, including the Affected Services, will not be degraded during the Termination Assistance Period. While the Affected Services are being provided, the Service Provider will not make any changes to the number of Service Provider Personnel providing Affected Services during the Termination Assistance Period or reassign Service Provider Personnel reasonably determined by GTA to be critical to the performance of the Affected Services away from performing such Affected Services except as may be set forth in the disengagement plan. Termination Assistance will include the assistance and obligations, in each case to the extent requested by GTA, described in Attachment 2.6-E (LAN Transition Out Plan), Attachment 2.8-E (WAN Transition Out Plan), and Attachment 2.9-E (Voice Transition Out Plan).

- 13.2 Transition Out Plan.** As further described in Attachment 2.6-E (LAN Transition Out Plan), Attachment 2.8-E (WAN Transition Out Plan), and Attachment 2.9-E (Voice Transition Out Plan), the Service Provider will create prior to the Commencement Date, a Transition Out Plan addressing the transition of Services, in whole or in part, away from the Service Provider and to GTA or its designee. The Service Provider will maintain such Transition Out Plan during the Term, and update such Transition Out Plan annually prior to the end of each Contract Year, in accordance with the terms of such Attachment.
- 13.3 Return of GTA Equipment.** Promptly following any expiration or termination of this Agreement or completion of any Services thereunder, the Service Provider will return to GTA each item of GTA Owned Equipment and GTA Leased Equipment in the Service Provider's possession or control in substantially the same condition it was in when initially provided to the Service Provider, reasonable wear and tear excepted.
- 13.4 Required Consents.** The Service Provider will be financially responsible and administratively responsible (with the cooperation of GTA) for obtaining the Required Consents for any software and tools for which the Service Provider is obligated to provide a license to GTA under this Agreement, as well as any Required Consents for any associated maintenance agreements.
- 13.5 Charges for Termination Assistance**
- 13.5.1 Termination Assistance will be chargeable using any rates in effect under this Agreement, to the extent applicable, and otherwise using rates no higher than the Service Provider's then-standard hourly rates. Notwithstanding the foregoing, when Affected Services are being provided there will be no additional charge for such Termination Assistance to the extent the Service Provider is able to provide such Termination Assistance using Service Provider Personnel whose work is reflected in the Personnel Projection Matrix, during their normal working hours, without adversely impacting the ordinary course of the Service Provider's provision of the Services, without adversely affecting Service Levels and without incurring additional third party expenses, and if the Service Provider is not able to provide such Termination Assistance under such conditions, then the Service Provider will promptly notify GTA and will work in good faith at GTA's request to explore options that could minimize or eliminate such additional charges on a commercially reasonable basis, such as by substituting or reprioritizing work.
- If the Service Provider believes that any work effort requested by GTA qualifies as chargeable Termination Assistance, then the Service Provider will inform GTA. No such work effort will be chargeable unless it has been pre-approved by GTA in writing and in advance.
- 13.5.2 For clarity, any continuation of Affected Services while Termination Assistance is being provided will remain subject to the Charges for such Affected Services as provided in this Agreement.
- 13.5.3 If there is a termination of this Agreement by the Service Provider under Section 12.4 above, and any Termination Assistance would be chargeable pursuant to Section 13.5.1, the Service Provider may require GTA to pay estimated charges for such assistance in advance (subject to true up based on actual charges incurred).

13.6 Bid Assistance

- 13.6.1 In the process of deciding whether to undertake or allow any cessation of the Services, or any termination, expiration or renewal of this Agreement, in whole or in part, GTA may consider

or seek offers for performance of services similar to the Services. As and when reasonably requested by GTA for use in any such process, the Service Provider will provide to GTA such information and other cooperation regarding performance of the Services as would be reasonably necessary to enable GTA to prepare a request for proposal relating to some or all of such services, and for a third party to conduct due diligence and prepare a reasonably informed offer for such services ("*Bid Assistance*"); provided, that the Service Provider may, in its sole discretion, exclude or refuse to provide any Confidential Information of the Service Provider.

To the extent the Service Provider is able to provide such Bid Assistance using Service Provider Personnel whose work is reflected in the Personnel Projection Matrix, during their normal working hours, without adversely impacting the ordinary course of the Service Provider's provision of the Services, without adversely affecting Service Levels and without incurring additional third party expenses, there will be no additional charge for such Bid Assistance. If the Service Provider is not able to provide such Bid Assistance under such conditions, then the Service Provider will promptly notify GTA and will work in good faith at GTA's request to explore options that could minimize or eliminate such additional charges on a commercially reasonable basis, such as by substituting or reprioritizing work.

13.6.2 Without limiting the generality or restrictions of Section 13.6.1, the types of information and level of cooperation to be provided by the Service Provider pursuant to this Section 13.6.2 will be no less than those initially provided by GTA to the Service Provider prior to the Effective Date, and will include the following information which GTA may distribute to third party bidders in a request for proposal(s), request for information, specification, or any other solicitation relating to the Services and as necessary to support any related due diligence activities:

- (a) The number of Service Provider Personnel, in the then-current version of the Personnel Projection Matrix, at each location Services classified by job title, skill level, experience, and general roles and responsibilities;
- (b) Information on GTA's IT environment managed by the Service Provider; and
- (c) Service performance histories, up-to-date asset inventories of equipment and software dedicated exclusively to providing the Services, then-current work volumes and information relating to CSPs underway.

14. AUDITS AND RECORDS

14.1 Record and Audit Rights

14.1.1 Service Provider Records. The Service Provider will maintain complete and accurate accounting and other records, and supporting evidence reasonably deemed necessary by GTA or GTA Customers to substantiate the Charges, the Services or other obligations of the Service Provider under this Agreement (the "*Service Provider Records*"); provided, however, that Service Provider Records will not include information regarding the Service Provider's cost of providing the Services unless such costs are the basis for Charges for Services (including any Charges calculated on a pass-through basis and costs necessary to determine any good faith reductions or reallocation of Charges and wind-down or similar expenses). The Service Provider will maintain such Service Provider Records in accordance with applicable Laws and the terms of this Agreement. The Service Provider will retain Service Provider Records in accordance with GTA's and the applicable Customer's record retention policies (as such policies may be modified from time to time and provided to the Service

Provider in writing), both during the Term and Termination Assistance Period (the "**Record Retention Period**"). As of the Effective Date, GTA's record retention policy is posted at: http://www.georgiaarchives.org/records/retention_schedules.

- 14.1.2 **Operational Audits.** At any time during the Term and for five (5) years after final payment by GTA under this Agreement, (the "**Audit Period**"), following at least thirty (30) days written notice to the Service Provider when reasonably practicable, GTA and GTA Customers (and internal and external auditors, inspectors, regulators and other representatives that GTA or GTA Customers may designate from time to time, including customers, vendors, licensees and other Third Parties to the extent GTA or GTA Customers are legally or contractually obligated to submit to audits by such entities), and the Department of Audits and Accounts, the Office of Planning and Budget, any other Georgia Entity with jurisdiction and any successor Governmental Authorities (collectively, "**GTA Auditors**"), may audit hardware, software, processes and other equipment that is part of the Managed Network Services Environment and Service Provider Records of the Service Provider (including audits of the Service Provider's legal compliance and the Service Provider's security policies and practices with regard to IT and data access and control) and of the Service Provider's subcontractors, and inspect the Service Provider Facilities in connection with all matters related to this Agreement, including the Service Provider's compliance with the terms, conditions and requirements of this Agreement. The Service Provider will (x) provide any assistance reasonably requested by GTA Auditors in conducting any such audit, (y) make requested Service Provider Personnel, records and information available to GTA Auditors, and (z) in all cases, provide such assistance, personnel, records and information in an expeditious manner to facilitate the timely completion of any such audit. The Service Provider may require that third party GTA Auditors (other than State entities, including the Department of Audits and Accounts and the Office of Planning and Budget and any successor Governmental Authorities) enter into a confidentiality agreement with the Service Provider prior to conducting such audits, provided that such confidentiality agreement will be reasonable and have confidentiality terms no more stringent than the confidentiality terms set forth in this Agreement.
- 14.1.3 **Regulatory Audits.** Upon written request made by a Governmental Authority to the Service Provider or to GTA or GTA Customer, or by GTA on behalf of a Governmental Authority, the Service Provider will (a) promptly make available to the requesting entity or GTA Auditors any and all information relating to the Service Provider's or any of its Subcontractors' compliance with Laws and, if so requested, (b) allow the requesting Governmental Authority to visit the Service Provider Facilities for purposes of verifying and observing the Service Provider's or any of its subcontractors' compliance with Laws.
- 14.1.4 **Financial Audits.** Subject to Section 6.4.2, a GTA Auditor may audit the Service Provider and the Service Provider Records to determine the accuracy of invoiced Charges. If, as a result of a financial audit, it is established that the Service Provider has overcharged GTA, GTA will notify the Service Provider of the amount of such overcharge and the Service Provider will promptly credit to GTA the amount of the overcharge. Further, if the results of any such audit show that the Service Provider overcharged GTA by more than three percent (3%) for the period being audited, then the Service Provider also will reimburse GTA for the reasonable costs of such audit.

- 14.2 **Results of Operational and Regulatory Audits.** If the audits under Section 14.1.2 or Section 14.1.3 uncover a deficiency or other failure of the Service Provider to comply with its obligations under this Agreement or Laws, then the Service Provider will, at its expense, promptly take action to alleviate the discrepancy and comply with such requirements or Laws.

14.3 Further Audits by Governmental Authorities. Acceptance of funds under this Agreement by the Service Provider acts as acceptance of the authority of the GTA Auditors (and any other of the State's auditors), any other officer of the State with jurisdiction, and any successor Governmental Authorities to conduct audits and investigations in connection with those funds. Such Entities will at any time have access to and rights to examine, audit, excerpt and transcribe any pertinent books, documents, working papers and records of the Service Provider relating to this Agreement. The Service Provider will fully cooperate with and provide all assistance requested by any such Entities in the conduct of such audits or investigations, including providing all records requested.

14.4 Audit Restrictions and Other Terms. The Parties acknowledge and agree that any audits under this Agreement shall be subject to the following restrictions: (i) GTA audits will be conducted in a manner that does not unreasonably disrupt or delay the Service Provider's performance of services for its other customers; (ii) the Parties will work together in good faith to collectively manage the audit schedule so that the efforts required on the part of the Service Provider would not adversely impact the ordinary course of the Service Provider's provision of the Services and its other obligations under this Agreement; provided, however, where circumstances warrant, the Parties may need to agree to prioritize activities in order to complete the required audit work; (iii) audits of Service Provider Facilities and hardware, software, processes and other equipment that is part of Managed Network Service Environment will be performed according to the Service Provider's security requirements; (iv) except as required under Sections 14.1.3 and 14.2 above, audits initiated by GTA and within GTA's control will be limited to once per rolling twelve (12) month period during business hours (except as otherwise agreed); (v) no copies may be taken of any documents relating to the Service Provider's security measures that apply to all Service Provider customers (whether electronic or in hard copy) provided during the course of the audit and no such document may be removed from the area where such documents are available for inspection; and (vi) physical security audits and on-site reviews of the Service Provider's operational facilities and locations may be subject to reasonably acceptable asset protection and corporate real estate policies maintained by the Service Provider. If an audit described above in this Section 14, other than a financial audit pursuant to Section 14.1.4, reveals a material breach of this Agreement, the Service Provider will, upon GTA's request, promptly reimburse GTA for the reasonable costs of the audit (including reasonable auditors' fees), including any follow-up audit to verify that such breach has been corrected.

14.5 Service Provider Audits

14.5.1 At least annually, the Service Provider will engage a recognized, independent security firm to perform, as part of the Services, a formal security review of each of the Service Provider Facilities from which Services are performed. Such reviews will be carried out in conformance with the ISO/IEC 27001 and 27002 standards (as each may be modified or replaced from time to time), and the Service Provider will provide GTA with a copy of its ISO 27001 Certification and a Statement of Applicability for each such Service Provider Facility.

14.5.2 On a rolling twelve (12) month basis, for each of the Service Provider Facilities from which outsourced network management or managed services are performed, the Service Provider will engage a recognized, independent accounting firm to conduct a SOC 1, Type II audit which shall cover the design and effectiveness of operating controls in security, change management, computer operations and network management. Such audit will be carried out in accordance with the AICPA's requirements for such engagements. Such audits will be conducted in relation to Service Provider's control requirements and will cover the six-month periods ending May 31st and November 30th. Every six (6) months audit tests are performed on the latest six (6) month period. Results from these tests are combined with audit test results from the preceding six (6) month period to deliver an audit report that covers the preceding twelve month period. Based on this approach, audit test results for a given six (6)

month period will appear in two 12-month audit reports. The Service Provider will provide GTA with the SOC 1 report from such accounting firm no later than August 31st of each year. At GTA's request, the Service Provider will confer with GTA as to the scope and timing of the audit and will, as a New Service or Project, accommodate GTA's reasonable requirements and concerns to the extent practicable. The Service Provider's management will provide any attestation letters requested by GTA in connection with such Service Provider audits.

14.5.3 Without limiting the generality of the foregoing, the Service Provider, as it deems appropriate, will conduct periodic reviews and tests to verify compliance with and the effectiveness of the Service Provider's compliance with the data security requirements under this Agreement. As part of such testing, the Service Provider will have an independent, regionally recognized third party conduct penetration tests addressing network and Systems risks on all of the Service Provider's Systems used to provide the Services, which tests will be performed on no less frequently than an annual basis as well as following any significant infrastructure or application upgrades and modifications.

14.6 Service Provider Audit Response. The Service Provider and GTA shall meet promptly upon the completion of an audit conducted pursuant to this Agreement (i.e., an exit interview) and/or issuance of an interim or final report to the Service Provider and GTA following such an audit. The Service Provider shall respond to each exit interview and/or audit report in writing within thirty (30) days, unless a shorter response time is specified in such report. The Service Provider and GTA shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns and/or recommendations identified in such exit interview and/or audit report and the Service Provider, at its own expense, shall undertake remedial action in accordance with such action plan and the dates specified therein to the extent necessary to comply with the Service Provider's obligations under this Agreement.

15. REPRESENTATIONS AND WARRANTIES

15.1 Mutual Warranties. Each of GTA and the Service Provider represents that:

- 15.1.1 It has the right and power to enter into this Agreement;
- 15.1.2 An authorized representative has executed this Agreement;
- 15.1.3 No consent, approval, or withholding of objection is required from any external authority or party with respect to the entering into of this Agreement; and
- 15.1.4 It is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or conflict with any of its obligations under this Agreement.

15.2 Standards and Personnel. The Service Provider represents and warrants that:

- 15.2.1 The Services will be performed promptly and diligently in a professional and workmanlike manner, in accordance with industry standards; and
- 15.2.2 The Service Provider will use an appropriate number of Service Provider Personnel with suitable training and the requisite skills and experience to perform the Services.

15.3 Title, Required Rights and Non-Infringement

- 15.3.1 The Service Provider represents and warrants to GTA that (a) the Service Provider has all right, title and interest in and to the Work Product and the Service Provider Materials (including all Intellectual Property Rights therein) to the extent necessary for the Service

Provider to grant to GTA the ownership rights and licenses and use rights granted under this Agreement; (b) except as expressly set forth in this Agreement or as otherwise agreed to by the Parties, no additional materials or licenses will be required to use the Services.

- 15.3.2 The Service Provider further represents and warrants to GTA that (a) the Service Provider has or will timely obtain the right to provide the Services, including (as applicable) any rights of way, easements, leases and licenses, and (b) the Work Product and the Service Provider Materials (and the use thereof, as contemplated by this Agreement) do not knowingly and will not knowingly infringe or misappropriate the Intellectual Property Rights or any other rights of any third party. If the Service Provider at any time becomes aware of an allegation or claim that any Services, Work Product or the Service Provider Materials (or use thereof) infringe or misappropriate the Intellectual Property Rights or any other rights of any third party, or if the Service Provider has reason to believe that such an allegation or claim is forthcoming, then the Service Provider will promptly provide notice of such to GTA.

15.4 Compliance with Laws, GTA Rules and GTA Standards

- 15.4.1 The Service Provider represents and warrants that it will maintain in force all necessary regulatory approvals, licenses, and permits applicable to its and its Affiliates' businesses or necessary for the Service Provider to provide the Services. For clarity, the licenses and permits referenced in this Section refer to those required under applicable Laws.
- 15.4.2 The Service Provider represents and warrants that it will comply (and cause its Subcontractors and Service Provider Personnel to comply) at all times with all Laws applicable to the Service Provider's and its Subcontractors' businesses related to the provision of the Services, or to the performance of Service Provider's other obligations under this Agreement, including Laws relating to privacy, data security, financial controls, immigration, and export and import control, as such Laws relate to the performance of the Services and may change from time to time.
- 15.4.3 Additionally, in the case of Laws not covered under Section 15.4.2, of which GTA has notified the Service Provider and which apply to the conduct of GTA's operations or activities, the Service Provider represents and warrants that it will provide the Services in a manner that complies with such Laws; provided, that (i) the Service Provider has a reasonable opportunity to review such Laws and to implement any Changes to the provision of Services necessary to comply with such Laws, (ii) GTA provides detailed instructions to the Service Provider regarding the requirements that the Service Provider must satisfy in order to ensure GTA and its Customers are compliant with such Laws, and (iii) with respect to any Changes during the Term that may be required because of a change in such Laws, the methodology described in Section 1.9.4(a)(iii) and (iv) will apply with respect to whether there is any impact on the Charges. The Service Provider will be deemed to have satisfied its compliance obligations under this paragraph by complying with GTA's instructions regarding compliance. If the Service Provider is charged with failure to comply with any Laws in relation to performance under this Agreement, it will cooperate fully with GTA and all Governmental Authorities in connection therewith.
- 15.4.4 In performing under this Agreement, the Service Provider will comply (and cause its Subcontractors and Service Provider Personnel to comply) at all times with any GTA Rules and GTA Standards applicable to performance of the Services that are disclosed to the Service Provider in writing. The Parties acknowledge and agree that the GTA Rules and GTA Standards shall not apply to the Commonly Shared Network or any services provided in support of the Commonly Shared Network. For any changes to GTA Rules and GTA

Standards during the Term that require a Change to the Services, the methodology described in Section 1.9.4(a)(iii) and (iv) will apply with respect to such Changes and whether there is any impact on the Charges.

15.5 Virus and Disabling Code

15.5.1 The Service Provider represents and warrants that in the case of any Work Product that is software, the Service Provider will not include in such Work Product: (a) any routine intended to cause such Work Product or GTA's Systems to malfunction or fail to perform (i) after being used, copied or reproduced a certain number of instances, (ii) based on the elapsing of a period of time, (iii) after a lapse of any similar triggering factor or event, or (iv) because such Work Product has been installed on or moved to a computer unit or System which has a serial number, model number or other identification different from that on which such Work Product was originally installed; (b) any computer code designed to disrupt, disable, harm or otherwise interfere with or impede in any manner (including aesthetic disruptions and distortions) the operation thereof, or any other associated software, firmware, hardware, computer system, platform or network, or any other harmful component (including any cancelbot, denial of service routines or processes, "Trojan horse", or any other contamination or destructive feature) (any such code described in this clause (b) being a "Virus"); and (c) any code or component designed to permit access by the Service Provider to cause such disablement or impairment specified in clauses (a) and (b) above, or any other similar harmful, malicious or hidden procedures, routines or mechanisms that would cause GTA Data and GTA's Systems to cease functioning or cause damage to or corrupt data, storage media, program or communications operations of GTA's Systems.

15.5.2 Further, without limiting any more specific obligations in this Agreement, the Service Provider will use all commercially reasonable efforts consistent with industry standards to prevent a Virus from entering GTA Systems through the Service Provider's Systems, including by (a) monitoring to a reasonable degree all the Service Provider Facilities and the Service Provider's Systems that have access to GTA Systems or GTA Data or that otherwise are used to perform the Services, (b) using industry standard Virus software and devices to screen all software Work Product prior to delivery to GTA to prevent the introduction of any Viruses, (c) remediating any failures in an anti-virus program, (d) updating signatures, and (e) addressing any failures of software caused either by the Virus or the anti-virus software. If a Virus is found to have been introduced to GTA's Systems through the Service Provider's Systems, then the Service Provider will, at no additional charge to GTA and in addition to any other remedies that may be available to GTA, assist in eradicating the Virus and reversing its adverse effects and, if the Virus causes a loss of GTA Data or operational efficiency, to assist GTA in mitigating and reversing such losses.

15.6 Interoperability. The Service Provider represents and warrants that the software, equipment and Systems used by or on behalf of the Service Provider to provide the Services will satisfy the interoperability requirements set forth in the Service Management Manual, the Operating Level Agreements, and Exhibit 2 (Statement of Work and Solution) regarding the applicable software, equipment and Systems in the Managed Environment with which they interoperate.

15.7 Service Provider Additional Covenants. In addition to the foregoing representations and warranties, the Service Provider hereby further agrees to the following:

15.7.1 Neither the Service Provider nor any of its Affiliates nor any employees of either have given or offered to give, and do not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service, commissions,

payments, kickbacks, lavish or extensive entertainment or other inducements of more than minimal value to a public servant or to any employee or agent of GTA in connection with this Agreement, except in strict compliance with applicable Law (including Executive Orders). The Service Provider also acknowledges that the giving of any such payments, gifts, entertainment or other thing of value is strictly in violation of GTA policy on conflicts of interest, and may result in the cancellation of this Agreement and other existing and future contracts between the Parties.

- 15.7.2 Neither the Service Provider nor any of its Affiliates, nor any employee of either has accepted or will accept anything of value, or an inducement that would provide a financial gain, advantage or benefit, based on an understanding that the actions of the Service Provider, any such Affiliates, or any such employees on behalf of GTA, would be influenced thereby and that its proposals prior to execution of this Agreement were arrived at independently, without consultation, communication or agreement with any other proposer for the purpose of restricting competition, the prices quoted were not knowingly disclosed by the Service Provider to any other proposer and no attempt was made by the Service Provider to induce any other person or entity to submit or not to submit a proposal for the purpose of restricting competition.
- 15.7.3 Neither the Service Provider nor any of its Affiliates have received payment from GTA, or any of its employees, for participating in the preparation of this Agreement and that neither the Service Provider nor any of its Affiliates has, will have, or will acquire, any contractual, financial, business or other interest or advantage, direct or indirect, including the acceptance of another contract with GTA, that would conflict in any manner or degree, or would impair the Service Provider's independent judgment, with the Service Provider's performance of its duties and responsibilities to GTA under this Agreement or otherwise create an appearance of impropriety with respect to this Agreement; and the Service Provider will promptly inform GTA of any such interest that may be incompatible with the interests of GTA.
- 15.7.4 Neither the Service Provider nor any of its Affiliates, nor any employee of either, has paid or agreed to pay any person or entity, other than bona fide employees working solely for the Service Provider or such Affiliates or any subcontractors, any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or resulting from the award or execution of this Agreement.
- 15.7.5 The Service Provider will not assign Services to any Service Provider Personnel who are not authorized to work in the location from where they perform such Services. If any Service Provider Personnel performing any of the Services are discovered to not be so authorized, the Service Provider will immediately replace such personnel. In accordance with O.C.G.A. §13-10-90 et seq., the Service Provider (and its Subcontractors) must use the federal E-verify program to determine the eligibility of any Service Provider Personnel to work in the United States.
- 15.7.6 As of the Effective Date, the Service Provider is not delinquent in the payment of any franchise tax or sales and use tax owed the State and acknowledges that, if this certification is inaccurate, then GTA may, upon notice to the Service Provider, terminate this Agreement, in whole or in part, for material breach, as of the termination date specified in the notice and withhold any or all payments hereunder up to the amount of such taxes owed to the State.
- 15.7.7 Neither the Service Provider, nor anyone acting for it, has violated the antitrust Laws of the United States or the State, nor communicated directly or indirectly to any competitor or any

other person or entity engaged in the Service Provider's line of business for the purpose of obtaining an unfair price advantage.

- 15.7.8 Neither the Service Provider nor any of its Affiliates, nor any employee of either, has used or will use the authority provided or to be provided under this Agreement, or any GTA Confidential Information acquired in connection with this Agreement, to improperly obtain financial gain, advantage or benefit for the Service Provider or any of its Affiliates or any of their employees.
- 15.7.9 The Service Provider will comply with all State Laws related to vendor certifications as may be in effect as of the Effective Date and as may be imposed during the Term, upon notice from GTA.
- 15.7.10 The Service Provider is not suspended or debarred from doing business with the federal government as listed in the Excluded Parties List System (EPLS) maintained by the General Services Administration.
- 15.7.11 As of the Effective Date, the Service Provider is not listed in the prohibited vendors list authorized by Executive Order Number 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 15.7.12 Any lobbyist employed by the Service Provider has registered with the Georgia Government Transparency and Campaign Finance Commission and is in compliance with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyist Employed or Retained by Vendors to State Agencies").
- 15.7.13 The Service Provider acknowledges the applicability of O.C.G.A. § 50-5-60 in fulfilling the terms of this Agreement.
- 15.7.14 The Service Provider, in the performance of the Services and its other contractual obligations hereunder, will comply with the Code of Ethics for Government Services, as set forth in O.C.G.A. § 45-10-1, as modified from time to time.

15.8 GTA Representations. In addition to any other representations contained herein, GTA hereby further represents to Service Provider the following:

- 15.8.1 It has obtained and will maintain in force all necessary licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable federal, State or local Laws and under all applicable rules and regulations of all authorities having jurisdiction over the Services and that GTA will use commercially reasonable efforts to have the Service Provider included in any such consents.
- 15.8.2 Any materials or resources provided to the Service Provider by or on behalf of GTA or a Customer pursuant to this Agreement, including, but not limited to, Equipment and Software provided by GTA, the MSI, or another Integrated Service Provider, will not infringe or misappropriate the Intellectual Property Rights or any other rights of any third party. If GTA at any time is aware of an allegation or claim that any such resources (or use thereof) infringe or misappropriate the Intellectual Property Rights or any other rights of any third party, or if GTA has reason to believe that such an allegation or claim is imminent, then GTA will promptly provide notice of such to the Service Provider.

- 15.9 **No Other Warranties.** EXCEPT AS SET FORTH IN THIS AGREEMENT INCLUDING THIS SECTION 15, NEITHER GTA NOR THE SERVICE PROVIDER, AS APPLICABLE, MAKES ANY WARRANTIES TO THE OTHER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED.

16. **DATA SECURITY AND PROTECTION**

- 16.1 **Compliance with Data Privacy and Data Protection Laws, Regulations and Policies.** In carrying out its activities under this Agreement, each Party will observe and comply with all applicable data privacy and data protection Laws. In addition, when accessing or handling any GTA Data, the Service Provider will comply with GTA Rules that have been disclosed to the Service Provider relating to the use and disclosure of such information.

16.1.1 The Parties agree to execute and incorporate into this Agreement a Business Associate Agreement if and when it becomes required by a Federal Governmental Authority or otherwise is necessary under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (including any regulations promulgated thereunder), including as a result of a change in the Services or the manner in which they are provided.

16.1.2 In performance of the Services for which Service Provider has access to federal tax information, Service Provider agrees to comply with and assume responsibility for compliance by its employees with Attachment A. GTA acknowledges and agrees that it is responsible for identifying the location (e.g., the databases, servers and storage units) of federal tax data and that Service Provider's compliance with the following requires an accurate accounting of the locations of such data.

- 16.2 **GTA Data, Generally.** As between the Parties, GTA Data will be and remain the property of GTA or the applicable Customers. The Service Provider may not use GTA Data for any purpose other than to render the Services. No GTA Data will be sold, assigned, leased or otherwise commercially exploited by or on behalf of the Service Provider (or any of its Subcontractors). Neither the Service Provider nor any of its Subcontractors may possess or assert any lien or other right against or to GTA Data. Without limiting the generality of the foregoing, (a) the Service Provider may use GTA Data only as strictly necessary to render the Services and must restrict access to such information to Service Provider Personnel on a need-to-know basis, (b) the Service Provider will not download, copy, transmit or make available any GTA Data to any third party, except as expressly permitted by this Agreement or requested by GTA, and (c) the Service Provider may use GTA Data in an aggregate form as long as such data has been de-identified.

16.3 **Data Security**

- 16.3.1 **Risk of Data Loss.** When GTA Data is in the Service Provider's possession or under the Service Provider's control and an event occurs that prevents or hinders the access to or reliable use of such GTA Data, the Service Provider will re-create or restore such data promptly, or in any case, as soon as reasonably practicable, to the last scheduled back-up applicable to such GTA Data in accordance with the Service Provider's responsibilities hereunder. Any such re-creation or restoration will be at the Service Provider's expense and GTA will not be subject to any charge in connection therewith, unless such event was caused by an act or omission of GTA or Customer, or their respective employees or agents.

16.3.2 Data Security Program

- (a) Excluding the Commonly Shared Network, the Service Provider will maintain a comprehensive Security Program for the Managed Environment in compliance with with (a) GTA Rules, (b) the Federal Information Security Management Act (or FISMA), 44 U.S.C. § 3541, et seq., and (c) Attachment 2.6 (LAN Statement of Work), Attachment 2.8 (WAN Statement of Work), and Attachment 2.9 (Voice Statement of Work). For clarity, the Service Provider will comply with its own policies within the Commonly Shared Network, and the Service Provider will provide GTA with information about such policies upon request. The Service Provider acknowledges and agrees that, as will be described in the Service Management Manual, certain Customers are legally prohibited from disclosing or allowing access to certain GTA Data, including disclosures to and access by GTA, other Customers and the Service Provider. The content and implementation of the Security Program and associated technical, organizational and security measures will be fully documented in the Service Management Manual, including the process Customers will follow to identify GTA Data they are legally prohibited from disclosing and the confidentiality requirements of Customers.
- (b) Except as may be expressly agreed otherwise by GTA, all GTA Data "at rest" and either (i) in the Service Provider's Systems or (ii) otherwise within the Service Provider's control must reside within the United States at all times.
- (c) To the extent the Service Provider removes GTA Data from any media that is taken out of service that is under the Service Provider's control, the Service Provider will destroy or securely erase such media in accordance with the Service Management Manual. Under no circumstances will the Service Provider use or re-use media on which GTA Data has been stored to store data of any other customer of the Service Provider or to deliver data to a third party, including another Service Provider customer, unless such GTA Data has been securely erased in accordance with the Service Management Manual.

16.3.3 Data Corrections. The correction of any errors or inaccuracies in or with respect to GTA Data will be performed by the Party that has operational responsibility for inputting such GTA Data into the applicable System.

16.3.4 Backups and Availability of GTA Data. GTA will have the right to establish backup security for any GTA Data and to keep backup files for such GTA Data in its possession if it chooses. The Service Provider will provide GTA with downloads of GTA Data, as reasonably requested or directed by GTA, to enable GTA to maintain such backup copies. GTA Data will be returned or otherwise provided to GTA (and the other Customers), upon request, in the form and format as requested by GTA (or such other Customers). The Service Provider will never refuse for any reason (unless prohibited by Law), including GTA's material breach of this Agreement, to provide GTA (and such Customers) with access to the GTA Data in accordance with this Section.

16.4 Security Incident

16.4.1 In the event of a breach by the Service Provider of its obligations under this Section 16 that results in (a) a Security Incident in Systems under the control of the Service Provider, or (b) a Security Incident in Systems for which the Service Provider is otherwise responsible (including any Security Incidents due to the negligence or willful misconduct of the Service Provider), the Service Provider will be liable and will pay or reimburse GTA for any associated damages (without limiting any other rights or remedies that may be available); provided, that such Security Incident was not caused by an act or omission of GTA, MSI, an

Integrated Service Provider or Customer, or their respective employees or agents. Where GTA is obligated by Law to provide any of the following, such damages will include the cost of: identity protection services, notification letters, forensic analysis, credit monitoring services, identity theft insurance, reimbursement for credit freezes, fraud resolution services, identity restoration services, toll free information services for affected individuals and any similar service that corporate entities that maintain or store Personally Identifiable Information make available to individuals who are affected by the unauthorized use or disclosure of their Personally Identifiable Information.

- 16.4.2 The Service Provider will address and respond to any Security Incident in accordance with Exhibit 2 (Statement of Work and Solution).

17. CONFIDENTIALITY

17.1 "Confidential Information" Defined

17.1.1 "*Confidential Information*" of a Party (the "*Furnishing Party*") means any non-public, commercially sensitive information (or materials) belonging to, concerning such Party, any of its Affiliates (in the case of the Service Provider as such Party) or the Customers (in the case of GTA as such Party) that is furnished, disclosed or otherwise made available (directly or indirectly) to the other Party (the "*Receiving Party*"), or entities or persons acting on the other Party's behalf in connection with this Agreement and which is either marked or identified in writing as confidential, proprietary, secret or with another designation sufficient to give notice of its sensitive nature, or is of a type that a reasonable person would recognize it to be confidential based on the nature of the information and circumstances surrounding its disclosure. In the case of GTA, Confidential Information includes any GTA Data, GTA Software, Personally Identifiable Information (including PHI), and system access codes. Any notes, memoranda, compilations, derivative works, data files or other materials prepared by or on behalf of the Receiving Party that contain or otherwise reflect or refer to Confidential Information of the Furnishing Party will also be considered Confidential Information of the Furnishing Party.

17.1.2 Confidential Information does not include any particular information (other than Personally Identifiable Information (including PHI)) that the Receiving Party can demonstrate: (a) was rightfully in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Furnishing Party; (b) was or has become generally known to the public other than as a result of breach of this Agreement or a wrongful disclosure by the Receiving Party or any of its agents; (c) after disclosure to the Receiving Party, was received from a third party who, to the Receiving Party's knowledge, had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use or disclosure; or (d) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Furnishing Party.

17.2 Obligations of Confidentiality

17.2.1 Each Party acknowledges that it may be furnished, receive or otherwise have access to Confidential Information of the other Party in connection with this Agreement.

17.2.2 The Receiving Party will not reproduce Confidential Information of the Furnishing Party except as reasonably required to accomplish the purposes and objectives of this Agreement. The Receiving Party will not disclose the Confidential Information of the Furnishing Party to any person or appropriate it for the Receiving Party's own use, or for any other person's use

or benefit, except as specifically permitted by this Agreement or approved in writing by the Furnishing Party.

- 17.2.3 Without limiting any more specific obligations under this Agreement, the Receiving Party will keep the Confidential Information of the Furnishing Party confidential and secure, and will protect it from unauthorized use or disclosure by using at least the same degree of care as the Receiving Party employs to avoid unauthorized use or disclosure of its own Confidential Information, but in no event less than reasonable care.
- 17.2.4 Subject to the remainder of this Section 17.2, as necessary to accomplish the purposes of this Agreement, the Receiving Party may disclose Confidential Information of the Furnishing Party to any employee, officer, director, contractor, Customer (in the case of GTA as the Receiving Party), GTA Auditor (for avoidance of doubt, in the case of Third Party GTA Auditor, only after such Third Party GTA Auditor has entered into a confidentiality agreement as may be required by the Service Provider pursuant to Section 14.1.2) or representative of the Receiving Party who has a legitimate "need to know" the information in question and who is bound to the Receiving Party to protect the confidentiality of the information in a manner substantially equivalent to that required of the Receiving Party under this Agreement.
- 17.2.5 The Service Provider also may disclose GTA Confidential Information only to Subcontractors who have agreed in writing to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of the Service Provider under this Agreement. For clarity, the Service Provider will be responsible for all acts and omissions of Service Provider Personnel, Subcontractors and any third party to whom the Service Provider permits access to GTA Confidential Information.
- 17.2.6 GTA also may provide Confidential Information of the Service Provider to third parties who have a legitimate "need to know" the Confidential Information in question in order to provide services to GTA, provided any such third party (a) is bound to GTA to use such Confidential Information for the sole purpose of providing services to GTA and (b) has obligations of confidentiality comparable to those set forth in this Agreement.
- 17.2.7 If the Service Provider has (or might have) access to confidential information of any third party providers of GTA in connection with the Service Provider's assistance, support or other Services, then upon GTA's request, the Service Provider will enter into reasonable confidentiality agreements directly with any such third parties.
- 17.2.8 If any unauthorized disclosure, loss of, or inability to account for any Confidential Information of the Furnishing Party occurs, the Receiving Party will promptly so notify the Furnishing Party and will cooperate with the Furnishing Party and take such actions as may be necessary or reasonably requested by the Furnishing Party to minimize the violation and any damage resulting from it.

17.3 Trade Secrets. The Service Provider shall not provide GTA with Trade Secrets under this Agreement.

17.4 No Implied Rights. Each Party's Confidential Information will remain the property of that Party. Nothing contained in this Section 17 will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or by implication, any rights or license to the Confidential Information of the other Party. Any such obligation or grant will only be as provided by other provisions of this Agreement.

- 17.5 Compelled Disclosure.** If the Receiving Party becomes legally compelled to disclose any Confidential Information of the Furnishing Party in a manner not otherwise permitted by this Agreement, the Receiving Party will provide the Furnishing Party with prompt notice of the request so that the Furnishing Party may seek a protective order or other appropriate remedy. If a protective order or similar order is not obtained by the date by which the Receiving Party must comply with the request, the Receiving Party may furnish that portion of the Confidential Information that it determines it is legally required to furnish. The Receiving Party will exercise reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information so disclosed. In the event a Party receives a request under the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., for inspection of the other Party's Confidential Information, the Party receiving such request will, prior to disclosure, immediately (within one (1) Business Day of receipt of the request, if possible) inform the other Party of the request by telephone and email in accordance with Section 23.15 (Notices). The Party whose Confidential Information is sought will have the burden of raising any applicable exceptions or exemptions under the Georgia Open Records Act, sustaining the exception or exemption, and taking any other action necessary to protect its interests, including, without limitation, complying with any requirements of the Georgia Open Records Act for refusing access to records. Any Party seeking to prevent disclosure of its Confidential Information under this Section 17.5 will bear all costs (including attorney's fees) of denying or limiting access to such information. Notwithstanding any other provision, GTA's obligations under this Section 17 (including this Section 17.5) will be subject to the provisions of the Georgia Open Records Act.
- 17.6 File Access.** GTA will have secure access to, and the right to review and retain the entirety of, all GTA Data in the possession or control of the Service Provider. Such access will be promptly provided to GTA and by the means and in the format reasonably requested by GTA. At no time will any of such files or other materials or information be stored or held in a form or manner not reasonably accessible to GTA in this manner. The Service Provider will ensure GTA has the information necessary for GTA to retrieve, read, revise and/or maintain such files and information. Upon the request of GTA, the Service Provider will confirm that, to the best of its knowledge, all files and other information provided to GTA are complete and that no material element, amount, or other fraction of such files or other information to which GTA may request access or review has been deleted, withheld, disguised or encoded in a manner inconsistent with the purposes and intent of providing full and complete access to GTA as contemplated by this Agreement.
- 17.7 Return or Destruction.** As requested by the Furnishing Party during the Term, the Receiving Party will return or provide the Furnishing Party a copy of any designated Confidential Information of the Furnishing Party. When Confidential Information of the Furnishing Party is no longer required for the Receiving Party's performance under this Agreement, or in any event upon expiration or termination of this Agreement, the Receiving Party will return all materials in any medium that contain, refer to, or relate to Confidential Information of the Furnishing Party or, at the Furnishing Party's election, destroy them. The Receiving Party may, however, keep (a) any Confidential Information of the Furnishing Party that the Receiving Party has a license to continue using, (b) in the files of its legal department or outside counsel, for record purposes only, one copy of any material requested to be returned or destroyed, and (c) archival copies as may be necessary to comply with document retention Laws applicable to such Party's business operations. Additionally, a Party will have no obligation to destroy any Confidential Information that is subject to a claim, dispute, lawsuit, or subpoena or in any other circumstances in which such Party reasonably believes that destruction of such Confidential Information would be unethical or unlawful. Within fifteen (15) days of any such return or destruction of Confidential Information, the Receiving Party will certify in writing that it has returned or destroyed all copies of the Furnishing Party's Confidential Information in the possession or control of the Receiving Party's or any of its representatives, Affiliates, Customers (in the case of GTA) or contractors. Notwithstanding anything herein to the contrary, and in addition to the obligations described in this Section, the Service Provider will, within ten (10) days of the expiration or termination of this entire Agreement, delete or

render unreadable all of GTA's Confidential Information from its databases, servers, personal computers, web site and other electronic media that exist now or in the future.

18. INSURANCE

18.1 General. All of the insurance policies required under this Section 18 must be underwritten by insurers having a Best's rating of A-VII or higher, or by any other insurers as are acceptable to GTA.

18.2 Types and Amounts of Coverage. The Service Provider has, and agrees to keep during the Term at least the following types and amounts of insurance:

- 18.2.1 Employer's Liability Insurance and Worker's Compensation Insurance, including coverage for occupational injury, illness, and disease, and other similar social insurance in accordance with the Laws of the country, state, or territory exercising jurisdiction over the employee with minimum limits per employee and per event (e.g., per accident and per disease) of \$1,000,000 or the minimum limit required by Law, whichever limit is greater. Such insurance will include Alternate Employment Endorsement WC 00 03 01 A if applicable;
- 18.2.2 Automobile Liability Insurance covering Service Provider Personnel's use of all owned, non-owned and hired automobiles for bodily injury and property damage liability with a combined single limit per accident of \$2,000,000 or the minimum limit required by Law, whichever limit is greater;
- 18.2.3 All-Risk Property Insurance for physical loss of or damage to business personal property or other property of the Service Provider and its Subcontractors (including Affiliates) used in performing the Services, including electronic data processing equipment. In all cases, such insurance will have minimum limits adequate to cover insured property on a full replacement cost basis and a business interruption limit of not less than \$2,000,000. Terrorism coverage will be purchased as part of the property coverage. The Service Provider may self-insure this coverage, provided that such self-insurance is approved in writing by the Georgia State Insurance Commission or the appropriate approving authority for the State of Georgia prior to the Commencement Date;
- 18.2.4 Commercial General Liability Insurance, including Products, Completed Operations, Premises Operations, Personal and Advertising Injury, Broad Form Contractual and Broad Form Property Damage liability coverages, inclusive of property of others in its care, custody or control, on an occurrence basis, with a limit of not less than \$10,000,000 per occurrence. Such insurance will include GTA, the other Customers, and their officers and directors as additional insureds;
- 18.2.5 Commercial Fidelity and Crime Insurance with a limit of not less than \$5,000,000 per occurrence, including coverage for third party legal liability and Computer Fraud;
- 18.2.6 Professional Liability Insurance including cyber liability with a limit of not less than \$20,000,000 per claim or wrongful act and as an annual aggregate, which can be satisfied by primary or excess professional limits, providing coverage for errors and omissions arising out of the performance or non-performance of the Services by the Service Provider and/or its Subcontractors that does not exclude protection from Viruses; and
- 18.2.7 Excess or Umbrella Liability Insurance coverage on a follow-form basis, with a minimum limit of \$10,000,000 per occurrence and \$10,000,000 as an annual aggregate, in excess of the following insurance coverages: the Employer's Liability Insurance and Worker's Compensation Insurance coverage described above in Section 18.2.1; the Commercial

General Liability Insurance coverage described above in Section 18.2.4; and Automobile Liability Insurance coverage described above in Section 18.2.2. The Service Provider may meet this requirement by any combination of primary and excess or umbrella insurance coverage.

18.3 Terms of Coverage

- 18.3.1 All insurance coverage required herein will provide primary coverage, without contribution from other insurance, for all losses and damages caused by the perils or causes of loss covered thereby. The Service Provider agrees to have included in each of the insurance policies required herein a waiver of the insurer's rights of subrogation against GTA, any other indemnified parties under this Agreement, and their respective insurers. GTA, the other Customers, and their officers and directors will be added by endorsement or included under a blanket additional insured endorsement as additional insureds on a primary and non-contributory basis on required auto and general liability coverage.
- 18.3.2 The Service Provider will be responsible for all deductibles and retentions with regard to the above-described insurance. Each policy described in Section 18.2 will include provisions generally considered standard (according to the U.S. Insurance Services Office standard forms) for the type of insurance involved, including the loss payable (as applicable above) and waiver of subrogation clauses and deductible and/or self-insured retention amounts. To the extent any coverage is written on a claims-made basis, it will have a retroactive date no later than the Effective Date of this Agreement and, notwithstanding the termination or expiration of this Agreement, will be renewed or will allow for reporting of claims for a period not less than two (2) years after termination or expiration of this Agreement.
- 18.3.3 Within thirty (30) days after the execution date of this Agreement or any required insurance policy, or the date of any new or renewed policy, and from time to time during the Term upon GTA's request, the Service Provider will furnish GTA with a current certificate of insurance showing coverage in at least the amounts required by Section 18.2. Certificates of insurance for the coverages set forth in Section 18.2 will reflect evidence each coverage is maintained for the Service Provider and the Service Provider's ultimate corporate parent if other than the Service Provider. Such certificates of insurance will include evidence of GTA's additional insured and loss payee status on the policies for which such status is required as set forth in Section 18.2.
- 18.3.4 The Service Provider will provide at least thirty (30) days' notice to GTA prior to any cancellation or non-renewal of any required coverage that is not replaced (except that ten (10) days' notice to GTA is required in the case of non-payment of any premium).
- 18.3.5 If during the Term any insurer fails to meet or exceed the A.M. Best rating required by Section 18.1, the Service Provider will, from the time of the Service Provider's knowledge thereof, endeavor to procure within sixty (60) days insurance from an alternative insurer who does meet or exceed such rating and to provide updated certificates of insurance to GTA.
- 18.3.6 In the case of loss or damage or other event that requires notice or other action under the terms of any insurance coverage described above, the Service Provider will be solely responsible for taking such action. The Service Provider will provide GTA with contemporaneous notice and with such other information as GTA may request regarding the event.
- 18.3.7 The Parties do not intend to shift all risk of loss to insurance. The Service Provider's obligation to maintain insurance coverage in specified amounts will not act as a limitation on

any other liability or obligation which the Service Provider would otherwise have under this Agreement. Similarly, the inclusion of GTA as additional insured is not intended to be a limitation of the Service Provider's liability under this Agreement and will in no event be deemed to, or serve to, limit the Service Provider's liability to GTA to required insurance coverage, nor to limit GTA's rights to exercise any and all remedies available to GTA under this Agreement, at law or in equity.

18.4 Subcontractor Insurance

- 18.4.1 The Service Provider will require all Subcontractors, if any, to carry workers' compensation and adequate liability insurance and including the Service Provider as an additional insured.
- 18.4.2 The Service Provider agrees to, and will cause each of its Subcontractors to, endeavour to arrange for their respective insurers to waive all rights of recovery against GTA for any deductibles and/or self-insured retentions it may have on its insurance policies. The Service Provider agrees, and will cause each of its Subcontractors to, to endeavour to arrange for their respective insurers to waive all rights of subrogation against GTA in advance of any loss.

19. INDEMNIFICATION

- 19.1 **Indemnification by the Service Provider.** At GTA's request, the Service Provider will, at the Service Provider's expense, indemnify, defend and hold harmless each GTA Indemnitee from and against any and all Indemnifiable Losses suffered or incurred by a GTA Indemnitee to the extent resulting from:

- 19.1.1 Any Third Party Claim relating to a breach or an alleged breach of the Service Provider's obligations under Section 6.3 (Taxes) (excluding Section 6.3.5); Sections 15.4.1, 15.4.2 and 15.4.3; Section 16 (Data Security); or Section 17 (Confidentiality);
- 19.1.2 Any Third Party Claim for death or bodily injury, or the damage, loss or destruction of real or tangible personal property of any third party (including employees of GTA or the Service Provider or their respective subcontractors) brought against a GTA Indemnitee alleged to have been caused by the tortious acts or omissions of the Service Provider, Service Provider Personnel or anyone else for whose acts the Service Provider is responsible;
- 19.1.3 Any Third Party Claim by any employee or Subcontractor of the Service Provider resulting from a failure by the Service Provider to satisfy an obligation owed by the Service Provider to an employee or Subcontractor of the Service Provider, or the termination of such employment or Subcontractor engagement (including claims related to non-payment of wages, discrimination/harassment, unemployment or workers compensation benefits, employee benefits, and any other claims concerning the terms and conditions of employment under any federal, state or local Law governing employment) regardless of whether the claimant claims or is deemed by a court to be an employee or joint employee of GTA (it being expressly agreed between the Service Provider and GTA that such individuals are not intended to be employees of GTA);
- 19.1.4 Any Third Party Claim with respect to the Service Provider's use of any third party equipment, software or services under any GTA Third Party Contracts made available by GTA to the Service Provider or the Service Provider's Subcontractors to the extent the loss results from a breach by the Service Provider or the Service Provider's Subcontractors of the applicable third party software license agreement, lease agreement or GTA Third Party Contract, or certain provisions thereof, which in each case have been provided to the Service Provider in accordance with the terms of this Agreement;

19.1.5 Any Third Party Claim with respect to any criminal misconduct or willful misconduct by the Service Provider or Service Provider Personnel; or

19.1.6 Subject to the infringement claims exclusions provided in Section 19.3, any Third Party Claim that any of the Work Product, Service Provider Materials, Third Party Materials or other materials provided by the Service Provider, or the Services, infringe or misappropriate any copyright, patent, trademark, trade secret or any other Intellectual Property Right or other right of any Third Party.

19.2 Infringement Claims. If any third party brings a Claim against a GTA Indemnitee that alleges an item used by the Service Provider to provide the Services to GTA under this Agreement, or any Work Product becomes, or in the Service Provider's reasonable opinion is likely to become, the subject of an infringement or a misappropriation of any third party's intellectual property rights, and the Service Provider concludes, in its sole reasonable judgment, that such a Claim or allegation is likely to result in an injunction, the Service Provider will, in addition to indemnifying GTA Indemnitees as provided in this Section 19 and without limiting any other rights and remedies GTA may have under this Agreement, and at law or equity: (a) promptly at the Service Provider's expense secure the right to continue using such item or Work Product, (b) replace or modify such item or Work Product, at the Service Provider's expense, to make it non-infringing or without misappropriation, while not materially degrading performance, functionality, or quality, increasing GTA costs, or disrupting GTA's business operations, or (c) if neither of the foregoing can be accomplished by the Service Provider with commercially reasonable efforts, (i) with respect to non-Work Product items, the Service Provider may remove the item from use in performing the Services, in which case the Service Provider's Charges will be equitably adjusted to reflect such removal, and (ii) in the case of Work Product, the Service Provider may recall the Work Product and will refund to GTA all Charges and fees paid by GTA relating to such Work Product.

19.3 Infringement Claims Exclusions. To the extent applicable to the foregoing obligation of the Service Provider under Section 19.1.6 or 19.2, the Service Provider shall have no obligation under Section 19.1.6 or 19.2 with respect to: (a) any item subject to indemnification pursuant Section 19.2 which is modified by any party other than the Service Provider, if the alleged infringement relates to such modification, provided that the Service Provider is not responsible for such party under this Agreement and the Service Provider did not direct, instruct nor authorize such modification, (b) such item was combined or bundled with any non-Service Provider products, processes, software, hardware or materials by any party other than the Service Provider, if the alleged infringement relates to such combination, provided that the Service Provider is not responsible for the acts or omissions of such party under this Agreement and the Service Provider did not direct, instruct or authorize such combination, (c) data or content not provided by the Service Provider, to the extent such data or content causes the infringement, (d) failure by GTA or a Customer to use a new or corrected version of the materials furnished by the Service Provider within a reasonable period of time, to the extent it would prevent the infringement, or (e) any unauthorized use of the item by GTA or GTA Indemnitees or any third party, to the extent such use causes the infringement. Furthermore, the Service Provider's obligations under Section 19.1.6 or 19.2 shall also not apply to claims or allegations of infringement or misappropriation of any interest in which GTA or GTA Indemnitees have an interest. The Service Provider's obligations under Section 19.1.6 or 19.2 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on equipment purchased by a GTA Indemnitee under this Agreement or any software or any service provided by a third party to a GTA Indemnitee under a separate agreement between GTA or a GTA Indemnitee and the third party.

19.4 Indemnification Procedures

19.4.1 Notice. Promptly after receipt by a GTA Indemnitee of notice of the commencement or threatened commencement of any action, proceeding or other claim by a third party involving

a claim in respect of which the GTA Indemnatee may seek indemnification pursuant to the above, the GTA Indemnatee will notify the Service Provider of such claim in writing and provide to the Service Provider all reasonably available information requested. No failure to so notify the Service Provider will relieve the Service Provider of its obligations under this Agreement except to the extent that it can demonstrate damages or prejudice attributable to such failure. Within thirty (30) days following receipt of notice and such reasonably available information from the GTA Indemnatee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due (the applicable period referred to herein as the "*Notice Period*"), the Service Provider will notify the GTA Indemnatee in writing if the Service Provider assumes responsibility to indemnify, defend and hold harmless the GTA Indemnatee and elects to be involved in the defense and settlement of that claim ("*Notice of Election*"). The Office of the Attorney General of the State of Georgia shall represent and defend the GTA Indemnitees to the full extent required by law and such requirement is not waived by this Section 19.4. In the event of litigation, any settlement on behalf of any GTA Indemnatee must be expressly approved by the Office of the Attorney General of the State of Georgia. During the Notice Period, GTA shall use commercially reasonable efforts to extend the date on which a response to the claim is due until the Service Provider has provided its Notice of Election. The Service Provider will be responsible for all costs and expenses related to such claim (including reasonable legal fees and disbursements and reasonable out-of-pocket costs of investigation and litigation) incurred by the GTA Indemnatee ("*Costs and Expenses*") during the Notice Period if the Service Provider is obligated to indemnify the GTA Indemnatee.

19.4.2 Procedure Following Notice of Election. If the Service Provider delivers a Notice of Election relating to any claim within the required Notice Period, the Service Provider will be involved in the defense and settlement of such claim; provided, however, that (i) the GTA Indemnatee will be entitled to participate in the defense of such claim and the Office of the Attorney General of the State of Georgia will represent and defend the GTA Indemnatee, and (ii) the Service Provider will obtain the prior written approval of the GTA Indemnatee and the Georgia Attorney General before entering into any settlement of such claim or ceasing to defend against such claim. If a settlement demand is made by any person or entity asserting a claim against the GTA Indemnatee which the Service Provider agrees to accept, but which the Office of the Attorney General of the State of Georgia or the GTA Indemnatee refuses to accept, then the Service Provider will not be responsible for subsequent Costs and Expenses or indemnity amounts associated with the defense or settlement of the suit or claim and the Service Provider's liability for such claim will be limited to the amount it would have contributed had the Office of the Attorney General of the State of Georgia and the GTA Indemnatee consented to settlement together with any costs of defending such suit or claim up to the date of such refusal to settle. After the Service Provider has delivered a Notice of Election relating to any claim in accordance with this Section, the Service Provider shall not be liable to the GTA Indemnatee for any legal expenses incurred by such GTA Indemnatee in connection with the defense of that claim. In addition, the Service Provider shall not be required to indemnify the GTA Indemnatee for any amount paid or payable by such GTA Indemnatee in the settlement of any claim for which the Service Provider has delivered a timely Notice of Election if such amount was agreed to without the written consent of the Service Provider.

19.4.3 Procedure Where No Notice of Election Is Delivered. If the Service Provider does not deliver a Notice of Election relating to any claim within the Notice Period, the GTA Indemnatee, represented by the Office of the Attorney General of the State of Georgia, may proceed to defend the claim in such manner as it may reasonably deem appropriate, at the cost and expense of the Service Provider. If it is determined that the Service Provider failed

to defend a claim for which it was liable, then the Service Provider will promptly reimburse the GTA Indemnatee for all Costs and Expenses related to such claim. If no Notice of Election is delivered, the GTA Indemnatee may settle any such claim without the consent of the Service Provider. If it is determined that the Service Provider failed to defend a claim for which it was liable, the Service Provider will not be entitled to challenge the amount of any settlement or compromise paid by the GTA Indemnatee.

- 19.4.4 **Subrogation.** The Service Provider will be subrogated to the rights and defenses of the GTA Indemnatee to the extent of, and with respect to, the Service Provider's obligation to indemnify the GTA Indemnatee under this Section 19.

20. REMEDIATION PLANS AND STEP IN RIGHTS

- 20.1 Triggers for a Remediation Plan.** If (a) the Service Provider fails to perform any Significant Service, including in connection with a Force Majeure Event, or (b) upon the occurrence of anything else that, pursuant to this Agreement (including **Exhibit 3 (Reporting and Service Level Management)**), triggers GTA's right to require the Service Provider to produce a remediation plan, GTA may require the Service Provider to provide a draft of a remediation plan. In such a case and upon request by GTA, the Service Provider will prepare and deliver within two (2) Business Days after receiving GTA's request (or such other time period as to which GTA and the Service Provider may agree) such draft of a remediation plan for GTA's good-faith review and approval. If failure in performance is in connection with an excuse of performance pursuant Section 1.11, then Parties will follow the process set forth in Section 1.11.

- 20.2 Remediation Plan Contents.** The final remediation plan (the "**Remediation Plan**") must specify in detail reasonably satisfactory to GTA:

- 20.2.1 The process for identifying the cause of the failure or incident the Remediation Plan is intended to remedy or prevent;
- 20.2.2 Where remedy of the failure or incident is possible, the actions that will be taken by the Service Provider to effect that remedy;
- 20.2.3 The actions that will be taken by the Service Provider to prevent the same or a substantially similar failure or incident from occurring in the future;
- 20.2.4 The timeline for implementing the Remediation Plan; and
- 20.2.5 Any other content GTA may reasonably request.

20.3 GTA's Response to Draft Remediation Plan

- 20.3.1 After receiving the draft Remediation Plan, GTA may inform the Service Provider that it approves the draft Remediation Plan or comment on the draft Remediation Plan, in which case the Service Provider will (a) at the reasonable request of GTA, meet to discuss GTA's comments; and (b) within two (2) Business Days after the meeting, or of receipt of GTA's comments where no meeting is required by GTA, prepare a revised Remediation Plan addressing GTA's comments and submit it for GTA's good-faith approval.

- 20.3.2 This Section 20.3 will apply iteratively to any proposed Remediation Plan until it has been approved by GTA.

- 20.4 Implementation of Remediation Plan.** The Service Provider will only implement a Remediation Plan if GTA has approved it and then in the form approved by GTA.

20.5 Exercise of Step In Rights

20.5.1 In addition to any other remedies that may be available to GTA in law or equity, if:

- (a) The Service Provider fails to produce a Remediation Plan acceptable to GTA, or the Service Provider fails to perform in a timely manner in accordance with the Service Provider's obligations under a Remediation Plan (including the provision of the applicable Services once implemented); and
- (b) Such failure is not *de minimis*; and
- (c) GTA has given the Service Provider more than one (1) reasonable opportunity to correct any such failures related to such Remediation Plan,

then GTA may, by giving written notice to the Service Provider, take over the creation or implementation of the Remediation Plan, the rectification of the failure or incident, and/or the provision of the applicable Functions, or otherwise authorize its designee (including other Integrated Service Providers) to do the same (each a "**Step In**"), which, at GTA's sole discretion, may or may not include the Service Provider's involvement.

20.5.2 If GTA or its designee Steps In, the Service Provider must cooperate fully with GTA, the designee and their personnel, and provide, at no additional charge to GTA, all assistance reasonably required by GTA, including:

- (a) Providing access to all relevant equipment, premises and software which are part of the Managed Network Environment and under the Service Provider's (or a Subcontractor's) control, excluding the Commonly Shared Network, as required by GTA (or its designee) in connection with the Step In; and
- (b) Ensuring that Service Provider Personnel normally engaged in the provision of the Services are available to GTA (or its designee) to provide any assistance GTA may reasonably request.

20.5.3 GTA's right to Step In will end, and GTA must hand back the responsibility to the Service Provider, when the Service Provider demonstrates to GTA's reasonable satisfaction that the Service Provider is capable of resuming provision of the affected Service(s) in accordance with the requirements of this Agreement and that the occurrence giving rise to the Step In will not recur.

20.5.4 Upon presentment, the Service Provider will reimburse GTA for the costs incurred by GTA in exercising its Step In rights, including any reasonable payments GTA makes to a third party in connection with the provision of services related to the Step In ("**Step In Costs**"), but GTA will continue to pay the Service Provider's Charges for the Services that were replaced by the Step In.

20.6 Interplay with Other GTA Rights and Remedies. For purposes of clarity, GTA's exercise of any of its rights in this Section 20 does not prevent GTA from concurrently (or later) exercising other rights and remedies that it may have under this Agreement (or at law or in equity). For example, (a) GTA may issue a termination notice under Section 12.1 and then exercise rights under this Section 20 during the corresponding cure period, without altering GTA's termination rights under Section 12.1; and (b) GTA may earn certain credits under Exhibit 3 (Reporting and Service Level Management) at the same time as the Parties are working on a Remediation Plan hereunder.

21. LIABILITY

21.1 Consequential Damages

21.1.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS PROVIDED IN SECTION 21.1.2, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21.1.2 Exceptions to Limitation on Consequential Damages. The following shall not be deemed damages subject to the limitations or exclusions set forth in Section 21.1.1 above:

- (a) Losses (including the costs enumerated in Section 16.4.1) resulting from, arising out of or relating to a breach by a Party of its obligations under Sections 16 (Data Security and Protection) and 17 (Confidentiality);
- (b) Losses resulting from, arising out of or relating to the fraudulent conduct, gross negligence or willful misconduct of a Party;
- (c) Losses resulting from, arising out of or relating to the wrongful termination of this Agreement by the Service Provider;
- (d) Losses resulting from, arising out of or relating to the failure by the Service Provider to fulfill its Termination Assistance Services obligations under this Agreement; and
- (e) Losses resulting from, arising out of or relating to a breach by GTA or a Customer of Section 15.8.2 (Non-Infringement).

21.2 Limitation on Amounts of Damages

21.2.1 Liability Cap. To the extent permitted by applicable Law and except as set forth in Sections 21.2.2, 21.2.3 and 21.3 below, the liability of each Party to the other Party and GTA Indemnitees for any Losses or damages resulting from, arising out of or relating to this Agreement, whether based on an action or claim in contract, negligence, tort or otherwise, will not exceed, in the aggregate, an amount equal to the Charges during the twelve (12) months prior to the assertion of the claim (the "**Liability Cap**"). If the activity from which the action arose occurs during the first twelve (12) months after the Effective Date, the Liability Cap will equal twelve (12) times the average of the monthly Charges through the previous month of the assertion of the claim.

21.2.2 Expanded Liability Cap. In addition to the foregoing, the liability of each Party to the other Party and GTA Indemnitees shall be expanded by an amount equal to the aggregate Charges during the six (6) months prior to the assertion of the claim (the "**Expanded Liability Cap**") for those Losses (including Indemnifiable Losses), damages and claims identified in Section 21.3 as being subject to the Expanded Liability Cap. In addition, if the activity from which the action arose occurs during the first six (6) months after the Effective Date, the Expanded Liability Cap will equal six (6) times the average of the monthly Charges through the previous month of the assertion of the claim. With respect to Losses, damages and claims subject to the Expanded Liability Cap, such Losses, damages and claims shall be applied first to the Expanded Liability Cap and shall not reduce the amount of Losses, damages and claims available under the Liability Cap, until the aggregate liability of such Losses, damages and claims under the Expanded Liability Cap has been exceeded. Once those Losses and

damages subject to the Expanded Liability Cap exceed the Expanded Liability Cap, then all such Losses and damages in excess of the Expanded Liability Cap shall apply to and reduce the amount of Losses and damages available under the Liability Cap.

21.2.3 **Data Security Liability Cap.** The liability of each Party to the other Party and GTA Indemnitees for any Losses, damages or claims for a breach of Section 16 (Data Security and Protection), and Indemnifiable Losses payable by the Service Provider pursuant to Section 19.1.1 in connection with a breach or alleged breach of Section 16, shall be limited to an amount equal to the aggregate Charges during the twenty-four (24) months prior to the assertion of the claim (the "**Data Security Liability Cap**"). With respect to Losses, damages and claims subject to the Data Security Liability Cap, such Losses, damages and claims shall be applied only to the Data Security Liability Cap and shall not be recoverable under and shall not reduce the amount of Losses, damages and claims available under the Liability Cap (or the Expanded Liability Cap). If the activity from which the action arose occurs during the first twenty-four (24) months after the Effective Date, the Data Security Liability Cap will equal twenty-four (24) times the average monthly Charges through the previous month of the assertion of the claim.

21.2.4 Service Level Credits, as well as any other credits that are expressly creditable under this Agreement (including **Exhibit 3 (Reporting and Service Level Management)**), will not limit or otherwise reduce the foregoing liability caps.

21.2.5 If, at any time during the Term, either Party has incurred damages arising out of or relating to this Agreement, whether based on an action or claim in contract, negligence, tort or otherwise, that exceed sixty-five percent (65%) of the Liability Cap, then the Party having incurred such damages may request that the Liability Cap be reset to an amount equal to the aggregate Charges during the twelve (12) months prior to the date of such reset. If a Party refuses such request to reset the Liability Cap, then the requesting Party may terminate this Agreement upon ninety (90) days prior written notice.

21.3 Exceptions to Limitation on Amounts of Damages. Except as set forth in this Section 21.3, the liability caps in Section 21.2 are not applicable to the following:

- (a) Amounts due and payable in accordance with the terms of this Agreement for Services performed, procurement pass-throughs and reimbursements, similar charges, and interest thereon;
- (b) Losses resulting from, arising out of or relating to a breach by a Party of its obligations under Section 17 (Confidentiality), and Indemnifiable Losses payable by the Service Provider pursuant to Section 19.1.1 in connection with a breach of Section 17 (Confidentiality);
- (c) Indemnifiable Losses payable by the Service Provider pursuant to Section 19.1.1 in connection with a breach or alleged breach of Section 6.3 (Taxes) (except for Section 6.3.5), and Sections 15.4.1 (Consents), 15.4.2 (Compliance with Law) and 15.4.3 (GTA Laws); provided that such Indemnifiable Losses pursuant to Section 15.4.1 (Consents) shall be subject to the Expanded Liability Cap;
- (d) Losses resulting from, arising out of or relating to a breach by GTA or a Customer of Section 15.8.2 (Non-Infringement);
- (e) Indemnifiable Losses payable by the Service Provider pursuant to Sections 19.1.2 (Bodily Injury and Property Damage), 19.1.3 (Obligations to Subcontractors), 19.1.4 (Use of GTA Third Party Contracts), 19.1.5 (Criminal and Willful Misconduct) and 19.1.6 (Non-Infringement); provided

that Indemnifiable Losses pursuant to Section 19.1.4 (Use of GTA Third Party Contracts) shall be subject to the Expanded Liability Cap in Section 21.2.2;

- (f) Losses resulting from, arising out of or relating to the fraudulent conduct, gross negligence or willful misconduct of a Party;
- (g) Losses incurred by GTA and/or GTA Customers resulting from, arising out of or relating to the failure of the Service Provider to perform its obligations related to Transition in accordance with the terms of this Agreement, provided that any such Losses shall be subject to the Expanded Liability Cap;
- (h) Losses resulting from, arising out of or relating to the wrongful termination of this Agreement by the Service Provider; and
- (i) Losses resulting from, arising out of or relating to the failure by the Service Provider to fulfill its Termination Assistance Services obligations under this Agreement, provided that any such Losses shall be subject to the Expanded Liability Cap.

Notwithstanding anything to the contrary contained herein, the Service Provider's liability for the loss, corruption or theft of GTA Data and GTA Confidential Information that occurs during the provision of Transport Services of such GTA Data and GTA Confidential Information over the Service Provider's Commonly Shared Network shall be limited to the Liability Cap.

21.4 Acknowledged Direct Damages. For the avoidance of doubt, in addition to all other direct damages a Party may receive at Law, the following shall be considered direct damages to the extent resulting from a breach of this Agreement and neither Party shall assert that they are subject to the limitations set forth in Section 21.1.1 above:

- (a) Costs and expenses of recreating or reloading any lost, stolen or damaged GTA Data arising out of or relating to a failure by the Service Provider to perform its obligations under this Agreement;
- (b) Costs and expenses of implementing a Workaround in respect of a failure by the Service Provider to provide the Services or any part thereof; provided, that if the applicable terms of this Agreement afford the Service Provider an opportunity to cure such failure (or if GTA otherwise agrees in writing (email sufficient) to afford the Service Provider such an opportunity), then GTA will give the Service Provider such opportunity prior to GTA incurring such costs and expenses;
- (c) Costs and expenses of replacing lost, stolen or damaged Equipment and Materials arising out of or relating to a failure by the Service Provider to perform its obligations under this Agreement;
- (d) Cover damages, including the costs and expenses incurred by GTA, to the extent in excess of the Charges under this Agreement arising out of or relating to a failure by the Service Provider to perform its obligations under this Agreement;
- (e) Straight time, overtime or related expenses incurred by either Party, including overhead allocations for employees, wages and salaries of additional employees, travel expenses and overtime expenses as a result of a failure by the other Party to perform its obligations under this Agreement; provided, that if the applicable terms of this Agreement afford the Service Provider an opportunity to cure such failure (or if GTA otherwise agrees in writing (email sufficient) to afford the Service Provider an opportunity), then any such costs and expenses incurred by GTA prior to giving the Service Provider such opportunity will be deemed excluded from this Section 21.4(e);

- (f) Fines, penalties, sanctions, interest or other monetary remedies incurred by either Party as a result of a failure by the other Party to comply with its obligations described in Section 1.12.2, Sections 15.4.1 (Consents), 15.4.2 (Compliance with Law) or 15.4.3 (GTA Laws); and
- (g) Indemnifiable Losses payable by the Service Provider pursuant to an indemnification obligation under Section 19 (Indemnification).

21.5 GTA Customer Claims and Damages. The Service Provider acknowledges and agrees that (a) GTA shall be entitled to assert actions, claims, rights, remedies and privileges against the Service Provider on behalf of all GTA Customers that have received Services, and (b) Losses suffered by each GTA Customer arising out of or relating to the Service Provider's performance or failure to perform under this Agreement shall be recoverable to the same extent as if such Losses were incurred by GTA.

21.6 Cumulative Remedies. Except where a remedy under this Agreement is stated as the sole or exclusive remedy for a particular breach, no remedy under this Agreement will be deemed exclusive, but will be cumulative with, in addition to and not in lieu of any other remedies available to either Party at Law or otherwise.

21.7 Acknowledgement. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE LIMITATIONS, WAIVERS, DISCLAIMERS AND EXCLUSIONS SET FORTH IN THIS SECTION 21 HAVE BEEN ACTIVELY AND COMPLETELY NEGOTIATED BY THE PARTIES AND REPRESENT THE PARTIES' AGREEMENT TAKING INTO ACCOUNT EACH PARTY'S LEVEL OF RISK ASSOCIATED WITH THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE PAYMENTS AND OTHER BENEFITS TO BE DERIVED BY EACH PARTY PURSUANT TO THIS AGREEMENT.

21.8 Force Majeure

21.8.1 No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused by a Force Majeure Event. For avoidance of doubt, strikes or other labor unrest by employees of the non-performing Party or its subcontractors will not constitute a Force Majeure Event.

21.8.2 In such event, the non-performing Party will be excused from further performance or observance of the obligations so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance without delay. Any Party so delayed in its performance will immediately notify the Party to whom performance is due by telephone (to be confirmed by email as soon as possible after the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

21.8.3 If any event under Section 21.8.1 substantially prevents, hinders or delays performance of the Services, then the Service Provider will use commercially reasonable efforts to identify another Service Provider location from which it might provide the Services without interference from such event, and if GTA requests, the Service Provider will assist GTA in identifying an alternate source that may be able to provide the Services to GTA during the time of such Force Majeure Event. If any event under Section 21.8.1 affecting the Service Provider substantially prevents, hinders or delays performance of the Services identified by GTA as critical in **Exhibit 4 (Pricing and Financial Provisions)** for more than twenty-four (24) consecutive hours or for thirty-six (36) hours in any thirty (30) day period, then to the extent the Service Provider is unable to perform, and if GTA is able to procure replacement services from an alternate source, the Service Provider will be liable for payment of such replacement services from the alternate source for so long as the delay in performance

continues. GTA will use commercially reasonable efforts to minimize the charges to be incurred for such replacement services. During such time, GTA will continue to pay the Service Provider the Charges set forth in the Exhibit 4 (Pricing and Financial Provisions) for the Services being replaced. If such Force Majeure Event prevents, hinders or delays such critical Service for more than thirty (30) days, GTA may terminate this Agreement as of a date specified by GTA in a written notice of termination to the Service Provider and pay any associated termination charges pursuant to Exhibit 4 (Pricing and Financial Provisions). The Service Provider will not have the right to any additional payments from GTA for costs or expenses incurred by the Service Provider as a result of any Force Majeure Event.

21.8.4 A Force Majeure Event will not relieve the Service Provider of its obligations to implement all of the Services relating to disaster recovery and business continuity that are included in this Agreement within the required time periods as described in this Agreement.

21.8.5 During a Force Majeure Event or other service disruption that impacts not only GTA (including any Customers) but also other customers of the Service Provider, the Service Provider will not, subject to any requirements of the Telecommunications Service Priority (TSP) System, give any of its other customers higher priority for recovery of services than it gives to GTA and the Customers; provided, however, that any Customer that is a TSP user shall be given the highest priority such Customer is afforded under the TSP System.

22. DISPUTE RESOLUTION

Any dispute between the Parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement or with respect to performance by the Service Provider or GTA, will be resolved as provided in this Section 22.

22.1 Dispute Resolution Procedure. Neither Party will initiate formal dispute resolution before first following the dispute resolution processes that are expected to be documented in the Service Management Manual. Notwithstanding the foregoing, at any time either Party may institute formal proceedings (which, in the case of proceedings initiated against GTA will be pursuant to the process set forth in O.C.G.A. § 50-25-9), in order to (a) avoid the expiration of any applicable limitations period, (b) preserve a superior position with respect to other creditors, (c) address a claim arising out of the breach of a Party's obligations related to confidentiality or data security, (d) pursue claims for injunctive relief with respect to a Party's obligations under this Agreement to the extent resulting in irreparable injury, or (e) address a claim arising out of the breach or attempted or threatened breach of the obligations described in the following sentence: The Service Provider acknowledges that, in the event it breaches (or attempts or threatens to breach) its obligation to provide any Services (including Termination Assistance), its obligation respecting continued performance under Section 22.3 below, or its obligation to provide (or provide access to) GTA Data, GTA and the other Customers may be irreparably harmed. Therefore, in any such case, GTA may proceed directly to court and may seek injunctive relief, including entry of an appropriate order compelling performance by the Service Provider and restraining it from any further breaches (or attempted or threatened breaches).

22.2 Litigation. Except as otherwise expressly provided in the dispute resolution processes described in the Service Management Manual or expressly required by a non-waivable Law, each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the Superior Court of Fulton County, Fulton County, Georgia, and irrevocably accepts and submits to the sole and exclusive jurisdiction of the aforesaid court *in personam*, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party, subject to the State's sovereign immunity which applies to GTA and the GTA Customers.

22.3 Continued Performance. Each Party agrees (a) to continue performing its obligations under this Agreement while a dispute is being resolved, except (and then only) to the extent performance is prevented by the other Party or the issue in dispute precludes performance, and (b) not to take any action that intentionally obstructs, delays, or reduces in any way the performance of such obligations. For the avoidance of doubt, a good faith dispute regarding invoiced Charges and GTA's withholding payment of disputed charges as permitted under this Agreement will not be considered to prevent the Service Provider from performing the Services or preclude performance by the Service Provider, nor will this Section 22.3 be interpreted to limit either Party's right to terminate this Agreement as provided in Section 12. The Service Provider acknowledges and agrees that any interruption to the Service may cause irreparable harm to GTA or the other Customers and may adversely impact the ability of the State to carry out vital public safety and other governmental functions (including homeland security matters).

23. GENERAL

23.1 Entire Agreement. This Agreement – including these General Terms and Conditions and the attached Exhibits other attachments – constitutes the entire agreement between the Parties with respect to its subject matter and merges, integrates and supersedes all prior and contemporaneous agreements and understandings between the Parties, whether written or oral, concerning its subject matter.

23.2 Contracting Parties; No Third Party Beneficiaries. This Agreement is entered into solely between, and may be enforced only by, GTA and the Service Provider. This Agreement does not create any legally enforceable rights in third parties, including service providers, subcontractors and customers of a Party.

23.3 Contract Amendments and Modifications. Any terms and conditions varying from this Agreement on any order or written notification from either Party will not be effective or binding on the other Party. This Agreement may be amended or modified solely in a writing signed by an authorized representative of each Party.

23.4 Governing Law. This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the Laws of the State of Georgia, without giving effect to any principles relating to the conflicts of Laws that could result in the application of the Laws of another jurisdiction. Nothing in this Agreement shall be construed to waive the State's sovereign immunity which applies to GTA and the GTA Customers.

23.5 Waiver. No failure or delay by a Party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by an authorized representative of the waiving Party. If a Party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy that Party may have.

23.6 Remedies Cumulative. Except as otherwise expressly provided in this Agreement, all remedies provided in this Agreement are cumulative and in addition to and not in lieu of any other remedies available to a Party under this Agreement, at law, or in equity.

23.7 References and Rules of Interpretation

23.7.1 The section headings and the table of contents used in this Agreement are for convenience of reference only and will not enter into the interpretation of this Agreement.

23.7.2 Unless otherwise indicated, section references are to sections of the document in which the reference is contained. For example, section references in these General Terms and Conditions are to sections of these General Terms and Conditions and, likewise, section references in an attachment to this Agreement are to sections of that attachment.

- 23.7.3 References in an Exhibit to a Section of "the Agreement" or "this Agreement" are references to the Section in these General Terms and Conditions.
- 23.7.4 References to numbered (or lettered) sections of this Agreement also refer to and include all subsections of the referenced section.
- 23.7.5 Unless otherwise indicated, references to an Exhibit to this Agreement also refer to and include all documents that are attached (either directly or through other attachments) to the referenced Exhibit.
- 23.7.6 Unless the context requires otherwise, (a) "*including*" (and any of its derivative forms) means including but not limited to, (b) "*may*" means has the right, but not the obligation to do something and "*may not*" means does not have the right to do something, and (c) "*will*" and "*shall*" are expressions of command, not merely expressions of future intent or expectation.
- 23.8 Order of Precedence.** If there is any conflict within this Agreement or between this Agreement and any document incorporated by reference into this Agreement, the Parties will attempt to read any such conflicting provisions consistently, however, in the event such a consistent reading cannot be accomplished, the order of precedence will be as follows: (a) the General Terms and Conditions and any amendments thereto, (b) the Exhibits, (c) the Attachments, (d) other attachments to this Agreement, (e) CSPs, and (f) documents incorporated by reference, including the Service Management Manual and any Operating Level Agreements.
- 23.9 Severability.** If any provision of this Agreement conflicts with the Law under which this Agreement is to be construed or if any provision of this Agreement is held invalid, illegal, or otherwise unenforceable by a competent authority, such provision will, if possible, be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law. In any event, the remainder of this Agreement will remain in full force and effect.
- 23.10 Counterparts.** This Agreement may be executed in several counterparts and by facsimile or PDF signature, all of which taken together constitute a single agreement between the Parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (including facsimile and PDF), will be considered as legally effective as an original signature.
- 23.11 Reading Down.** If a provision of this Agreement is reasonably capable of an interpretation which would make that provision valid, lawful and enforceable and an alternative interpretation that would make it unenforceable, illegal, invalid or void then, so far as is possible, that provision will be interpreted or construed to be limited and read down to the extent necessary to make it valid and enforceable.
- 23.12 UCITA.** To the maximum extent permitted under Law, the Parties disclaim and none of this Agreement will be subject to the Uniform Computer Information Transactions Act.
- 23.13 Survival.** Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement for any reason, including Sections 0, 13, 14, , 16 through 19, and 21 through 23.
- 23.14 Binding Nature and Assignment.** This Agreement will be binding on the Parties and their successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its duties or obligations under this Agreement including by operation of Law without the other Party's prior Consent (to be given in its sole discretion), except that GTA may assign its rights and delegate its duties and obligations under this Agreement, in whole or in part, to any other State agency as directed by the Georgia General Assembly or as otherwise permitted or required under Law. Any attempted assignment

or delegation of any rights, duties, or obligations in violation of this Section 23.14 will be invalid and without effect.

23.15 Notices

23.15.1 All notices, requests, demands and determinations under this Agreement (other than routine operational communications), will be in writing and will be deemed duly given (a) when delivered by hand, (b) on the designated day of delivery after being timely given to an express overnight courier with a reliable system for tracking delivery, (c) five (5) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

(a) In the case of GTA:

Georgia Technology Authority
47 Trinity Avenue SW
Atlanta, Georgia 30334
Attention: Calvin Rhodes, Executive Director
E-mail Address: Calvin.Rhodes@gta.ga.gov

With copies to:

The Office of the Attorney General
40 Capitol Square SW
Atlanta, Georgia 30334

and

Office of General Counsel
47 Trinity Avenue SW
Atlanta, Georgia 30334

(b) In the case of the Service Provider:

AT&T State of Georgia Account Team
2180 Lake Boulevard, N.E.
Eighth Floor
Atlanta, Georgia 30319

with a copy to:

AT&T Corp.
One AT&T Way
Bedminster, N.J. 07921-0752
Attn: Master Agreement Support Team

23.15.2 A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

23.16 Non-Solicitation. During the Term and for a period of twelve (12) months thereafter, neither Party may directly or indirectly solicit (other than through the use of general employment advertising or an

independent employment agency or search firm, in either case where such solicitation is not specifically targeted at employees of the other Party or the GTA Customers, as applicable) or hire the other Party's employees or subcontractors, or GTA Customers' employees or subcontractors, as applicable, with whom the other Party comes into direct contact as a result of the transactions contemplated by this Agreement without the express written consent of the other Party.

23.17 Independent Contractor

23.17.1 The Parties intend to create and are creating under this Agreement an independent contractor relationship and nothing in this Agreement will operate or be construed as making the State or GTA (or any other Customers) partners, joint venturers, principals, joint employers, agents or employees of or with the Service Provider, and vice versa. No officer, director, employee, agent, Affiliate, contractor or subcontractor retained by the Service Provider to perform work hereunder will be deemed to be an officer, director, employee, agent, affiliate, contractor or subcontractor of the State, GTA or any other Customer for any purpose. Under no circumstance is the Service Provider or any of its employees, agents or contractors to be considered a State officer or employee or other covered or insured party within the meaning of the Georgia Tort Claims Act or any of the insurance or self-insurance funds maintained by the Georgia Department of Administrative Services under the Georgia Tort Claims Act or otherwise. Accordingly, the Service Provider will be solely responsible for providing and/or ensuring appropriate compensation and benefits for such Service Provider Personnel in accordance with all applicable Laws; and payment of all employment-related taxes. The Service Provider, not the State, GTA or any of the other Customers, has the right, power, authority and duty to supervise and direct the activities of the Service Provider Personnel and to compensate such the Service Provider Personnel for any work performed by them hereunder. Under no circumstance is any Customer or any of its, the State's or GTA's employees, agents or contractors to be considered an employee of the Service Provider. Accordingly, the Customer, the State or GTA, as applicable, will be solely responsible for providing and/or ensuring appropriate compensation and benefits for such personnel in accordance with all applicable Laws; and payment of all employment-related taxes. The State, GTA or any of the other Customers, and not the Service Provider, has the right, power, authority and duty to supervise and direct the activities of the Service Provider Personnel and to compensate such personnel for any work performed by them hereunder.

23.17.2 The Parties expressly acknowledge and agree that the Services rendered pursuant to this Agreement will not form the basis for any rights of eligibility, vesting or participation in any fringe benefits afforded to any employees of GTA, including, but not limited to, vacation and holiday pay, leaves of absence, health and welfare benefits, including coverage for medical, dental, vision, accidental death and disability, long-term disability, life insurance, severance benefits, retirement benefits, including pension or thrift plan contributions, and/or any other benefits of any kind or nature provided by GTA to its employees, whether or not maintained under a qualified ERISA plan, even if a person's period of performance hereunder is subsequently reclassified by a third party as a period of employment with GTA for any other purpose. The Service Provider, and not the State, GTA or the other Customers, will be responsible and therefore solely liable for all acts and omissions of the Service Provider Personnel, including acts and omissions constituting negligence, gross negligence, wilful misconduct or fraud.

23.17.3 The Service Provider agrees to accept exclusive liability for the payment of taxes whether federal, state or local, or contributions for income taxes, unemployment insurance, retirement pensions, annuities or social security payments which are measured by the wages, salaries or

other remuneration paid to Service Provider Personnel. The Service Provider also agrees to comply with all valid administrative regulations respecting the assumption of liability for such taxes and contributions.

- 23.18 Covenant of Good Faith.** Each Party, in its respective dealings with the other Party under or in connection with this Agreement, will act reasonably and in good faith.
- 23.19 Covenant Against Pledging.** The Service Provider agrees that, without the prior written consent of GTA, it will not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from GTA under this Agreement for any reason whatsoever. To the extent GTA permits the Service Provider to assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from GTA under this Agreement, the Service Provider will continue to be GTA's sole point of contact with respect to this Agreement, including with respect to payment. The person or entity to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered will not be considered a third party beneficiary under this Agreement and will not have any rights or causes of action against GTA.
- 23.20 No Liens.** The Service Provider will not file, or by its action or inaction permit, any liens to be filed on or against property or realty of GTA or any other Customer. In the event that any such liens arise as a result of the Service Provider's action or inaction, the Service Provider will obtain a bond to fully satisfy such liens or otherwise remove such liens at its sole cost and expense within ten (10) Business Days. If the Service Provider fails to do so, GTA may, in its sole discretion, pay the amount of such lien, or deduct such amounts from payments due to the Service Provider.
- 23.21 Approvals and Similar Actions.** Except as otherwise expressly provided in this Agreement, including where an approval or consent is expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent or similar action is required of either Party by any provision of this Agreement, such action will not be unreasonably withheld or delayed and such action must be made in writing. An approval or consent given by a Party under this Agreement will not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor will it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.
- 23.22 Further Assurances.** The Parties will execute and deliver such other instruments and documents, and take such other actions, as either Party reasonably requests to evidence or effect the transactions contemplated by this Agreement.
- 23.23 Non-Delegation.** Nothing herein will be deemed or construed as delegating the discretionary powers or authority of GTA or any of the Customers to the Service Provider. Further, nothing herein will be deemed or construed as delegating the discretionary powers or authority of the other Customers to GTA or the discretionary powers or authority of GTA to the other Customers.
- 23.24 Public Disclosures; Service Marks.** The Service Provider shall not make any press releases, public announcements or similar public disclosure relating to this Agreement or its subject matter, including promotional or marketing material without the prior Consent of GTA (which Consent shall not be unreasonably withheld) and, if applicable, any impacted Customers, and any such press release, public announcement or similar public disclosure will be coordinated with and approved by GTA and, if applicable, any impacted Customers prior to release. Nothing in this Section will be construed as permitting either Party to use any trademark, service mark, trade name, logo, symbol or brand name of the other Party or any Customer without prior written consent of such other Party or applicable Customer, which may be given or denied in the owning Party's sole discretion, except that GTA may use the trademark, service mark, trade name, logo, symbol or brand name of the Service Provider as required by applicable Laws. This provision does not alter the restrictions on the disclosure of Confidential


Information set forth herein, and will not be construed so as to delay or restrict either Party from disclosing any information required to be disclosed in order to comply with any Law, rule or regulation. Neither Party will, without the other Party's consent, use the name, service marks or trademarks of the other Party in any advertising or promotional materials prepared by or on behalf of a Party.

- 23.25 Export Controls.** Each of GTA and the Service Provider will retain responsibility for its compliance with all applicable export control Laws and economic sanctions programs relating to its respective business, facilities, and the provision of services or products to third parties. Neither GTA nor the Service Provider, as applicable, will be required by the terms of this Agreement to be directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable export control or economic sanctions programs if performed by such Party. Applicable export control or economic sanctions programs may include U.S. export control Laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government, including sanctions currently imposed against Cuba, Iran, North Korea, Sudan and Syria, as well as Specially Designated Nationals and Blocked Persons programs. GTA and the Service Provider will comply with U.S. export control and U.S. economic sanctions Laws with respect to the export or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof. Prior to GTA and the Service Provider providing each other any goods, software, services and/or technical data subject to export controls controlled at a level other than EAR99/AT, the providing Party will provide written notice to the receiving Party specifying the nature of the controls and any relevant export control classification numbers. Neither GTA nor the Service Provider, as applicable, will be obligated to provide any goods, software, services and/or technical data under this Agreement to any other person, if doing such would violate applicable Law.
- 23.26 Mutually Negotiated.** No rule of construction will apply in the interpretation of this Agreement to the disadvantage of one Party on the basis that such Party put forward or drafted this Agreement or any provision of this Agreement.

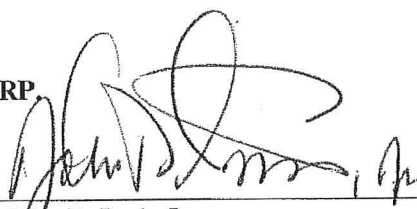
[End of General Terms and Conditions - Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement, effective as of the Effective Date.

GEORGIA TECHNOLOGY AUTHORITY

By: 
Name: Calvin Rhodes
Title: Executive Director

AT&T CORP

By: 
Name: John D. Irwin Jr.
Title: SVP, Govt, Education and Healthcare

**CONTRACT NO. 980-280087 – GTA – MANAGED NETWORK SERVICES – 02
AMENDMENT NO. 01 TO**

**THE MASTER SERVICES AGREEMENT
Between
THE GEORGIA TECHNOLOGY AUTHORITY
And
AT&T CORP.**

This Amendment No. 01 is made this 30th day of June, 2016, by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **AT&T CORP.**, a corporation formed in accordance with the laws of New York ("Service Provider").

RECITALS

WHEREAS, heretofore GTA entered into that certain Master Services Agreement for Managed Network Services on September 4, 2015, with respect to certain services to be provided to GTA by Service Provider, as more particularly described therein, the Master Services Agreement for Infrastructure Services hereinafter referred to as the Agreement");

WHEREAS, the parties wish to amend and update the Agreement to reflect previously executed Contract Change Request Proposals ("CCRP") 1, 2, 3, 4, 5, 6, 7, 8, and 11.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

A) INCORPORATION OF EXECUTED CONTRACT CHANGE REQUEST PROPOSALS:

The following Contract Change Request Proposals have been executed by Service Provider and GTA. This Amendment incorporates the amendments set forth in each CCRP into the Agreement, the Exhibits, and Attachments thereto.

- 1.** Contract Change Request Proposal A-CCRP-00001, executed by the GTA on December 10, 2015. This CCRP is to add the "Commencement Date" to the MSA as 01/01/16.
- 2.** Contract Change Request Proposal A-CCRP-00002, executed by the GTA on December 10, 2015. This CCRP is a contract clean up to revise the SMM LAN description to match the same description for Voice and WAN.
- 3.** Contract Change Request Proposal A-CCRP-00003 executed by the GTA on March 10, 2016. This CCRP is to: 1) update milestone due dates; 2) modify "Reference" section on the Pricing and Volumes Matrix; and 3) add new Resource Units (RUs).
- 4.** Contract Change Request Proposal A-CCRP-00004, executed by the GTA on April 20, 2016. This CCRP is to change the milestone date for: Annual Security Plan (All Towers).

5. Contract Change Request Proposal A-CCRP-00005, executed by the GTA on June 1, 2016. This CCRP: Contract document omitted from MNS1 for rate Card Descriptions. New tab added to three contract documents.
6. Contract Change Request Proposal A-CCRP-00006, executed by the GTA on April 20, 2016. This CCRP is to add a new Resource Unit (RU): FireFly.
7. Contract Change Request Proposal A-CCRP-00007, executed by the GTA on July 6, 2016. This CCRP is to document milestone and target date changes for the Annual Disaster Recovery Test Plan (All Towers). Reference: approved MSI contract change: C-CCRP-MSI011.
8. Contract Change Request Proposal A-CCRP-00008, executed by the GTA on June 1, 2016. This CCRP is to add a new Resource Unit (RU): WAN Transport – WAN Access Link Diverse Local Loop.
9. Contract Change Request Proposal A-CCRP-00011, executed by the GTA on July 6, 2016. This CCRP is to have contract documents modified to resolve alignment gaps between AT&T and Capgemini Service Level Agreements.

B. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

C. Successors and Assigns. This Amendment No. 01 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

D. Entire Agreement. Except as expressly modified by this Amendment No. 01, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 01 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 01 to be duly executed by their authorized representatives as of the date set forth above.

Accepted by:

AT&T Corp.

By

Authorized Signature

Name: Jeannie Gustafson

Executive Director

Date:

8/2/16

Accepted by:

The Georgia Technology Authority

By

Authorized Signature

Name: Michael J. Webb

Deputy Executive Director

Date:

8/31/16

Attachment A

The following Contract documents, as reflected by *italicized* font, are affected by this Amendment.

Contract Document	Title	Previous Version	Current Version
<i>MSA</i>	<i>Master Services Agreement</i>	<i>09/04/2015</i>	<i>06/30/2016</i>
Exhibit 1	Integrated Services Platform	09/04/2015	09/04/2015
Exhibit 2	Statement of Work and Solution	09/04/2015	09/04/2015
Exhibit 3	Reporting and Service Level Management	09/04/2015	09/04/2015
Exhibit 4	Pricing and Financial Provisions	09/04/2015	09/04/2015
Exhibit 5	Personnel and Human Resource Provisions	09/04/2015	09/04/2015
Attachment 1.6	LAN Contract Table of Contents	09/04/2015	09/04/2015
Attachment 1.8	WAN Contract Table of Contents	09/04/2015	09/04/2015
Attachment 1.9	Voice Contract Table of Contents	09/04/2015	09/04/2015
<i>Attachment 1-A</i>	<i>Definitions</i>	<i>09/04/2015</i>	<i>06/30/2016</i>
Attachment 1-B	Document Change	09/04/2015	09/04/2015
Attachment 1-C	Governance Structure	09/04/2015	09/04/2015
Attachment 1-D	SMM Outline	09/04/2015	09/04/2015
Attachment 1-E	Operating Level Agreement Outline	09/04/2015	09/04/2015
Attachment 2.6	LAN Statement of Work	09/04/2015	09/04/2015
Attachment 2.6-A	LAN Cross Functional Statement of Work	09/04/2015	09/04/2015
Attachment 2.6-B	LAN Solution	09/04/2015	09/04/2015
Attachment 2.6-C	LAN Transition Plan	09/04/2015	09/04/2015
<i>Attachment 2.6-D</i>	<i>LAN Transition Milestones</i>	<i>09/04/2015</i>	<i>06/30/2016</i>
Attachment 2.6-E	LAN Transition Out Plan	09/04/2015	09/04/2015
Attachment 2.6-F	LAN Current and Planned Projects	09/04/2015	09/04/2015
Attachment 2.6-G	LAN Site List	09/04/2015	09/04/2015
Attachment 2.8	WAN Statement of Work	09/04/2015	09/04/2015
Attachment 2.8-A	WAN Cross Functional Statement of Work	09/04/2015	09/04/2015
Attachment 2.8-B	WAN Solution	09/04/2015	09/04/2015
Attachment 2.8-C	WAN Transition Plan	09/04/2015	09/04/2015
<i>Attachment 2.8-D</i>	<i>WAN Transition Milestones</i>	<i>09/04/2015</i>	<i>06/30/2016</i>
Attachment 2.8-E	WAN Transition Out Plan	09/04/2015	09/04/2015
Attachment 2.8-F	WAN Current and Planned Projects	09/04/2015	09/04/2015
Attachment 2.8-G	WAN Site List	09/04/2015	09/04/2015
Attachment 2.9	Voice Statement of Work	09/04/2015	09/04/2015
Attachment 2.9-A	Voice Cross Functional Statement of Work	09/04/2015	09/04/2015
Attachment 2.9-B	Voice Solution	09/04/2015	09/04/2015
Attachment 2.9-C	Voice Transition Plan	09/04/2015	09/04/2015
<i>Attachment 2.9-D</i>	<i>Voice Transition Milestones</i>	<i>09/04/2015</i>	<i>06/30/2016</i>
Attachment 2.9-E	Voice Transition Out Plan	09/04/2015	09/04/2015
Attachment 2.9-F	Voice Current and Planned Projects	09/04/2015	09/04/2015
Attachment 2.9-G	Voice Site List	09/04/2015	09/04/2015
<i>Attachment 3.6-A</i>	<i>LAN Service Level Matrix</i>	<i>09/04/2015</i>	<i>06/30/2016</i>
<i>Attachment 3.6-B</i>	<i>LAN SL Definitions and Measurement</i>	<i>09/04/2015</i>	<i>06/30/2016</i>
Attachment 3.6-C	LAN Critical Deliverables	09/04/2015	09/04/2015
Attachment 3.6-D	LAN Reports Matrix	09/04/2015	09/04/2015
<i>Attachment 3.8-A</i>	<i>WAN Service Level Matrix</i>	<i>09/04/2015</i>	<i>06/30/2016</i>
<i>Attachment 3.8-B</i>	<i>WAN SL Definitions and Measurement</i>	<i>09/04/2015</i>	<i>06/30/2016</i>
Attachment 3.8-C	WAN Critical Deliverables	09/04/2015	09/04/2015
Attachment 3.8-D	WAN Reports Matrix	09/04/2015	09/04/2015

Attachment 3.9-A	Voice Service Level Matrix	09/04/2015	06/30/2016
Attachment 3.9-B	Voice SL Definitions and Measurement	09/04/2015	06/30/2016
Attachment 3.9-C	Voice Critical Deliverables	09/04/2015	09/04/2015
Attachment 3.9-D	Voice Reports Matrix	09/04/2015	09/04/2015
Attachment 4.6	LAN Pricing and Financial Provisions	09/04/2015	09/04/2015
Attachment 4.6-A	LAN Pricing and Volumes Matrix	09/04/2015	06/30/2016
Attachment 4.6-B	LAN Resource Unit Definitions	09/04/2015	06/30/2016
Attachment 4.6-C	LAN Financial Responsibilities Matrix	09/04/2015	09/04/2015
Attachment 4.6-D	LAN Base Case	09/04/2015	09/04/2015
Attachment 4.6-E	LAN Form of Invoice	09/04/2015	09/04/2015
Attachment 4.6-E.1	LAN Form of Service Provider Invoice	09/04/2015	09/04/2015
Attachment 4.6-F	LAN Equipment Assets	09/04/2015	09/04/2015
Attachment 4.6-G	LAN Software Assets	09/04/2015	09/04/2015
Attachment 4.6-H	LAN Third Party Contracts	09/04/2015	09/04/2015
Attachment 4.8	WAN Pricing and Financial Provisions	09/04/2015	09/04/2015
Attachment 4.8-A	WAN Pricing and Volumes Matrix	09/04/2015	06/30/2016
Attachment 4.8-B	WAN Resource Unit Definitions	09/04/2015	06/30/2016
Attachment 4.8-C	WAN Financial Responsibilities Matrix	09/04/2015	09/04/2015
Attachment 4.8-D	WAN Base Case	09/04/2015	09/04/2015
Attachment 4.8-E	WAN Form of Invoice	09/04/2015	09/04/2015
Attachment 4.8-E.1	WAN Form of Service Provider Invoice	09/04/2015	09/04/2015
Attachment 4.8-F	WAN Equipment Assets	09/04/2015	09/04/2015
Attachment 4.8-G	WAN Software Assets	09/04/2015	09/04/2015
Attachment 4.8-H	WAN Third Party Contracts	09/04/2015	09/04/2015
Attachment 4.9	Voice Pricing and Financial Provisions	09/04/2015	09/04/2015
Attachment 4.9-A	Voice Pricing and Volumes Matrix	09/04/2015	06/30/2016
Attachment 4.9-B	Voice Resource Unit Definitions	09/04/2015	09/04/2015
Attachment 4.9-C	Voice Financial Responsibilities Matrix	09/04/2015	09/04/2015
Attachment 4.9-D	Voice Base Case	09/04/2015	09/04/2015
Attachment 4.9-E	Voice Form of Invoice	09/04/2015	09/04/2015
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Attachment 4.9-F	Voice Equipment Assets	09/04/2015	09/04/2015
Attachment 4.9-G	Voice Software Assets	09/04/2015	09/04/2015
Attachment 4.9-H	Voice Third Party Contracts	09/04/2015	09/04/2015
Attachment 5.6-B	LAN Personnel Projection Matrix	09/04/2015	09/04/2015
Attachment 5.6-C	LAN Key Personnel	09/04/2015	09/04/2015
Attachment 5.8-B	WAN Personnel Projection Matrix	09/04/2015	09/04/2015
Attachment 5.8-C	WAN Key Personnel	09/04/2015	09/04/2015
Attachment 5.9-B	Voice Personnel Projection Matrix	09/04/2015	09/04/2015
Attachment 5.9-C	Voice Key Personnel	09/04/2015	09/04/2015
Attachment A	Data Security – IRS 1075 Publication	09/04/2015	09/04/2015

NOTE: Attachment 'A' reflects the latest versions of MSA documents approved as of the date this Amendment was prepared. Other pending amendments or CCR's with corresponding updates to Exhibits could cause the status of the above to differ from the list of actual approved updates to the MSA documents.