



**AGREEMENT FOR LIMITED ACCESS TO LOCAL CONTROL FOR FIRSTNET**

<b>Customer</b>	<b>AT&amp;T</b>	<b>AT&amp;T Sales Contact</b> <input type="checkbox"/> <b>Primary Contact</b>
Agency: Brazoria County Government Agency Address: 111 E Locust St City: Angleton State: TX Zip: 77515	AT&T Corp.	Name: Patrick O'Leary Address: Iowa Colony, TX USA Manager: Michael Huynh
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Contact (for notices)</b>	<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b>
Name: Russell Webb Title :Director – Information Systems Address:111 E Locust Street Telephone: 979-997-1432 Email: rwebb@brazoriacountytx.gov ELIGIBLELocationID/SUBID:	AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>	Not Applicable

This Agreement for Limited Access to Local Control for Firstnet ("Agreement") is between the customer named above ("Customer") and AT&T Corp., both on its own behalf and on the behalf of those of affiliates providing the services offered under the FirstNet Service Guide ("AT&T"). The Effective Date of this Agreement (the "Agreement"). Is upon signature by Customer and receipt of the Agreement with unaltered terms and conditions by AT&T.

<b>Customer</b> (by its authorized representative)
By:
Name:
Title:
Date:

## AGREEMENT FOR LIMITED ACCESS TO LOCAL CONTROL FOR FIRSTNET

### 1. SCOPE

The purpose of this Agreement is to set forth the terms and conditions under which AT&T will provide Customer access to Local Control for FirstNet (the "Portal") for the sole purpose of allowing Customer to designate individuals eligible to purchase a FirstNet wireless service plan ("Plan") as a Subscriber Paid User. For purposes of this Agreement, Subscriber Paid Users are individuals who are either (a) employees of Customer acting in the capacity of a first responder in the areas of law enforcement, fire protection, or emergency medical services; or (b) authorized, active auxiliary personnel affiliated with Customer who provide services or perform functions on an occasional, volunteer basis, and support Customer in the areas of law enforcement, fire protection, or emergency medical services.

### 2. AT&T's OBLIGATIONS

AT&T will provide Customer a single set of credentials ("Credentials") to the Portal for Customer to use to designate individuals eligible to purchase a FirstNet Mobile Responder rate plan ("Plan") as a Subscriber Paid User for the Term of this Agreement or until it is terminated.

### 3. CUSTOMER's REPRESENTATIONS AND OBLIGATIONS

- 3.1 Customer represents and warrants that it is a Primary User Public Safety Entity as that term is used by the First Responder Network Authority and by AT&T in its capacity as the service provider for FirstNet.
- 3.2 In using the Credentials and the Portal, Customer agrees to comply with the Terms of Use for the Portal and acknowledges and agrees to the obligations set forth in the Terms of Use, including, but not limited to, the protection of the Credentials. Customer agrees to follow all processes and procedures established by AT&T from time to time for access to, and use of, the Portal.
- 3.3 Customer acknowledges that it is responsible for verifying and approving the individuals it designates as eligible Subscriber Paid Users using the Portal. Customer is responsible for designating a single contact who will use the Portal to: (a) provide AT&T with the name and email address of, together with the correct Foundation Account Number and other eligibility information for, each eligible individual to enable AT&T to initiate the process such individual will use to obtain a FirstNet wireless service plan as a Subscriber Paid User; and (b) perform audits of existing Subscriber Paid Users as requested by AT&T on a regular, but not less than once per year, basis to remove any individuals who are no longer eligible to participate in FirstNet as a Subscriber Paid User. AT&T reserves the right to limit Customer's ability to verify and approve new Subscriber Paid Users until such audit is completed.
- 3.4 Once verified and approved, AT&T will contact eligible Subscriber Paid Users, who must establish a contractual relationship directly with AT&T using an AT&T Wireless Customer Agreement ("WCA") under which they may purchase an FirstNet Subscriber Paid User plan. Customer has no obligation to pay for services AT&T provides to Subscriber Paid Users, who will be financially responsible for payment of services provided under the WCA and any applicable plan.

### 4. TERM AND TERMINATION

The Term of this Agreement shall begin on the Effective Date and end on the latter of: (a) the date on which there are no Subscriber Paid Users verified by Customer using a FirstNet wireless service plan; or (b) the date on which Customer enters into a FirstNet service agreement with AT&T, in which case the terms of that agreement will supersede those of this Agreement. Either party may terminate this Agreement before the end of the Term by giving written notice to the other party. In the event that Customer terminates this Agreement by providing notice, AT&T shall have the right to terminate all FirstNet services provided to Subscriber Paid Users verified by Customer.

### 5. DISCLAIMER OF WARRANTIES AND LIABILITY

ACCESS TO THE PORTAL IS PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. IN NO EVENT SHALL AT&T, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO CUSTOMER, CUSTOMER'S AFFILIATES OR THIRD PARTIES CLAIMING THROUGH CUSTOMER FOR MONETARY DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, EXPENSES ASSOCIATED WITH THIS AGREEMENT OR LOST PROFITS OR REVENUES, ARISING OUT OF ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT.

### 6. ENTIRE AGREEMENT

This document is the entire agreement between the parties with respect to its subject matter and supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning Customer's ability to access the Portal.