

PARTICIPATION AGREEMENT

This Participation Agreement (the "Participation Agreement") is made this <> day of <>, 2021 (the "Participation Agreement Effective Date") is by and between AT&T Corp. ("AT&T") and County Commissioners of Caroline County, Maryland, a body politic and corporate and a political subdivision of the State of Maryland ("Participant") (AT&T and Participant are, at times, referred to individually as a "Party" or together as the "Parties").

WHEREAS, AT&T and Queen Anne's County, Maryland are parties to that certain master contract for Next Generation Core Services Solution, #156533UA, dated December 18, 2020 (the "Master Agreement"); and

WHEREAS, Participant intends to purchase certain AT&T services from AT&T under the same terms and conditions provided for in the Master Agreement;

NOW THEREFORE, in consideration of the recitals set forth above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and AT&T hereby agree to the terms and conditions of the Participation Agreement. Unless otherwise defined, capitalized terms in the Participation Agreement have the meanings ascribed to them in the Master Agreement.

1. Participant agrees to be bound by and pay for all services obtained pursuant to this Participation Agreement and agrees that all terms, conditions, obligations, rights and remedies under the Master Agreement applicable to Queen Anne's County are fully enforceable against Participant to the extent permitted by law.
2. AT&T agrees to provide products and services available under the Master Agreement to Participant pursuant to the terms and conditions of the Master Agreement and this Participation Agreement.
3. This Participation Agreement's term runs concurrently with the term of the Master Agreement.
4. This Participation Agreement may not be assigned by Participant. Any such assignment shall be null and void.
5. AT&T may disclose to Queen Anne's County the fact that Participant is participating in the Master Agreement, and such disclosures may include Participant's name, services purchased, monthly or annual usage, total billings, and payment status.
6. In the event of a conflict between the terms contained in this Participation Agreement and the Master Agreement, the terms and conditions of the Participating Agreement are first in precedence.
7. Queen Anne's County is neither a party to nor a beneficiary of this Participation Agreement and takes on no obligations and receives no entitlements because of this Participation Agreement.
8. Any required notices under this Participation Agreement shall be in writing and shall be sent to the office of the recipient set forth below or to such other office or recipient as designated in writing from time to time:

To Participant:

Name: [redacted]
Title: [redacted]
Address: [redacted]
Email: [redacted]

To AT&T:

Name: Michael Arrington
Title: Director
Address: 7125 Columbia Gateway Dr.
Columbia, MD 21046
Email: ma6568@att.com

9. This Participation Agreement constitutes the entire, final, and complete agreement between the Parties. This agreement replaces and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral concerning the services. This Participation Agreement shall not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, or service descriptions not expressly set forth or incorporated by this Participation Agreement unless made in writing and signed by a duly authorized representative of each Party and presented to the respective Parties.

10. Each signatory below represents that he or she is authorized to sign this Participation Agreement on behalf of the Party designated.

11. This Participation Agreement shall be void if not executed by Participant and received by AT&T within thirty (30) days of the date AT&T executed the Participation Agreement, or if Participant alters, adds or deletes any of the provisions in the version executed by AT&T.

IN WITNESS WHEREOF, AT&T and Participant have caused this Participation Agreement to be executed by their duly authorized representatives as of the Participation Agreement Effective Date.



AT&T Corp.

By: _____
(by its authorized representative)

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)