

State of Tennessee, Department of General Services, Central Procurement Office – Contract #32110-32711 –
Authorized User Agreement

Cellco Partnership d/b/a Verizon Wireless ("Vendor") and the State of Tennessee, Department of General Services, Central Procurement Office have entered into a contract for Cellular Devices, other Devices, Services, Accessories and Business Solutions with an effective date of November 1, 2019 (together with any and all amendments and/or addenda thereto the "Contract"). Pursuant to the Contract, [~~Enter – Eligible Entity Name~~ Ashland City Police Department], a Tennessee State governmental entity; Tennessee local governmental agency; member of the University of Tennessee or Tennessee Board of Regents systems; private not-for-profit institution or higher education chartered in Tennessee; or any corporation which is exempted from taxation under 26 U.S.C. Section 501c (3), as amended and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tennessee Code Ann. 33-2-10001), is eligible to participate under the Contract as an authorized user ("Authorized User"). Authorized User and Vendor may be referred to herein individually as "Party" and collectively as "Parties." All capitalized terms not defined herein shall have the meaning provided in the Contract.

In accordance with the Contract, the Authorized User may, pursuant to this Authorized User Agreement (the "User Agreement"), purchase wireless services and products under the terms, conditions, and pricing established by the Contract for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. Orders placed under the Contract through a Verizon Wireless online portal are subject only to the Contract terms and conditions. Any online Verizon "Terms of Service" do not apply to purchases made under the Contract.

Furthermore, the Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Contract;
- (2) Authorized User is eligible and desires to purchase wireless services and products from Vendor pursuant to the terms and conditions of the Contract, User Agreement, and any and all amendments, addenda and schedules thereto, as well as the terms and conditions of all plans activated under this User Agreement, which are incorporated herein by reference;
- (3) Authorized User will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Vendor;
- (4) The Authorized User by signing below agrees to be subject to the terms and conditions of the Contract and this User Agreement. By placing an order under the Contract, each and every Authorized User provides its consent to the disclosure, by Verizon Wireless to the State of Tennessee, Department of General Services, Central Procurement Office or its designee, upon the State of Tennessee, Department of General Services, Central Procurement Office request or as part of a contractual reporting requirement to the State of Tennessee, of its Customer Proprietary Network Information (CPNI), as defined by the Federal Communications Commission (FCC), or other Authorized User/account information, for purposes of managing the Services and Products provided under this User Agreement and the Contract;
- (5) This User Agreement will be effective when executed by the Authorized User and accepted by Vendor;
- (6) Authorized User acknowledges and agrees that the State of Tennessee, Department of General Services, Central Procurement Office (or successor agency) and Vendor may modify the Contract at any time and Authorized User shall be subject to all of the terms and conditions set forth in the Contract as so modified, and agrees to be bound by such modifications. If Vendor and the State of Tennessee execute a new agreement that supersedes the Contract, any User Agreement previously entered into under the Contract that is still in effect shall be deemed subject to the new agreement. Authorized User will ensure that wireless services and products purchased under the Contract via this User Agreement will only be used for government, not-for-profit or private education business;

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- (7) The undersigned is duly authorized by the Authorized User to designate the individual(s) (the “Authorized Contacts”) set forth below who are authorized to access the Authorized User’s account, established pursuant to this User Agreement, to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, and the Contract;
- (8) The Contract specifically authorizes the purchase of wireless services and products only by an Authorized User. No third party, including but not limited to Authorized User’s agents, contractors, vendors, distributors, contract employees, members, franchisees, parents or affiliates, is permitted to purchase under this User Agreement, except upon written agreement between State of Tennessee and Vendor. Additionally, Authorized User may not resell wireless services or products purchased under the Contract to any third party. Authorized User shall be the customer of record for purchases made under the Contract and this User Agreement, and may not modify the price for any wireless services and products;
- (9) Applications added by device manufacturers or downloaded by end users may enable capabilities (such as file sharing, presence, cloud storage, etc.) that are not managed by Vendor. It is the responsibility of the Authorized User to take appropriate actions to ensure these applications are securely managed and monitored to meet their security requirements as Vendor does not make any representations or guarantees that these products meet any contract security requirements;
- (10) Vendor requires that an authorized representative of Authorized User approve the delegation of an Authorized Contact on your account in writing using this form. An Authorized Contact is defined as an individual who is designated and granted authority to act on behalf of the Authorized User for any and all matters contemplated by the User Agreement to include access to the account, ability to purchase equipment, add lines of service, cancel service, and make changes to the account that financially bind the Authorized User ("Authorized User Subscriber billed lines"). Authorized User billed lines of service are billed under the "Authorized User Name" and "Authorized User Federal Tax ID". At the request of the Authorized Contact, monthly billing for Authorized User billed lines of service can be sent to the Authorized User address. . By completing Schedule 'A' - "Request for Authorized Contact" and signing this form you have certified that you have the authority to bind the Authorized User to the terms of this User Agreement, including any financial terms.
- (11) The following employee(s) are authorized to access the account, purchase equipment, add lines of service, cancel service, make changes to the account and to sign a Vendor customer service order for Authorized User billed lines of cellular and paging service. Subsequent changes or removal of an Authorized Contact or Point of Contact information on your account must be in writing.

Schedule ‘A’ – “Request for Authorized Contact” - List below the employee(s) that you are designating as Authorized Contact(s).


Print Name: _____ <u>Jas</u> <u>on Matlock</u>	Print Name:
Title: _____ <u>De</u> <u>puty Chief</u>	Title:
Office Phone:	Office Phone:
Cell Phone: _____ <u>615</u> <u>4058806</u>	Cell Phone:

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Email Address: <u>on.matlock@ashlandcitytn.gov</u> <u>Jas</u>	Email Address:
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Schedule 'B' – "Eligible Entity Information" - Enter below the Eligible Entity's information.

Participation Eligibility – check only one box (REQUIRED):

1. **Tennessee State Agency:**
(e.g., Tennessee Department of Health, etc.)
2. **Tennessee Local Governmental Agency:**
(e.g., Anderson County, etc.) 
3. **Member of the University of Tennessee or Tennessee Board of Regents system:**
(e.g., Middle Tennessee State University, etc.)
4. **Private nonprofit institution of higher education chartered in Tennessee:**
(e.g., King University, etc.)
5. **Corporation which is exempted from taxation under 26 U.S.C. Section 501c(3):**

Questions regarding your organization's eligibility to purchase from this Contract may be directed to State of Tennessee, Department of General Services, Central Procurement Office at (615) 741-1035 or <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/contract-information.html>

Verizon Wireless Information to be completed by Account Manager.

Account Representative Name: <u>Quenelle</u> <u>Alan</u>
Account Representative Address/Location: <u>Overlook Blvd, Brentwood, TN 37027</u> <u>9005</u>
Manager Name: <u>Somers</u> <u>Rick</u>
Account Numbers:
Add Domain(s):

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Existing Employee Profile:	Existing Corporate Profile: <u>4846964</u>	Or Create New Profile (check only 1 box below):
		Corporate Only:
		M2M Only:
		Corporate & M2M :
		Employee Only:
		Corporate & Employee :
		Corporate, Employee & M2M :

In no event will Vendor or the State of Tennessee be liable for any indirect, special, consequential incidental, or punitive damages, however caused, which arise out of any act or failure to act relating to this User Agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages. This Agreement and the Contract set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersede any and all previous communications, representations or agreements, whether oral or written. If any provision of the User Agreement or Contract conflicts with the law under which the agreement is to be construed or if any such provision is held invalid by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with such applicable law. The remainder of the agreement shall remain in full force and effect.

The Authorized User represents and warrants that: (a) it has received or read a copy of the Contract; (b) the execution, delivery and performance of this Authorized User Agreement has been duly authorized by all necessary action to the extent applicable; and (c) the person signing this Agreement is duly authorized to execute this Agreement and bind the Authorized User.

Agreed and Accepted:

Authorized User:
Signature:
Printed Name:
Title:
Date: