

Opt-In Agreement for Orders of Goods and Services

This Opt-In Agreement For Orders for Goods and Services (“Agreement”) under the Services Agreement dated February 27, 2025 between Anderson County Schools (“School System”) and United Data Technologies, Inc. (“UDT”) for the purchase of Managed Internet Access and Telecommunications Services pursuant to RFP #2528 (the “Contract”) is effective on March 21, 2025.

The School System shall purchase Managed Internet Access, Telecommunications and related services (the “Services”) from UDT, pursuant to provisions of Tennessee law, including, without limitation, T.C.A. 12-3-1203(c)(1), as such goods and services have been made available under the competitively bid RFP #2528 from the School System.

The School System is expected to use the FCC E-Rate program or its successors to pay for a majority of the cost of these purchases and, therefore, the School System is required to, and hereby agrees to, comply with the following regarding E-Rate program filings as part of UDTs consideration for fulfilling the order:

- (1) The School System shall, pursuant to the terms of the Contract, issue orders to UDT for all goods and services in the form and as requested by UDT.
- (2) The School System shall pay UDT for all goods and services in accordance with the terms of the Contract.
- (3) The School System shall be responsible for the full cost of the order(s) and for filing for applicable E-Rate funding or other government funding. Such responsibility shall include payment of all costs or expenses UDT incurs for commitments made by UDT to a third party servicing the School System’s order that are made in reliance on the School System’s agreement to make purchases pursuant to this Agreement and the Anderson Contract (individually and collectively, “UDT Commitments”).

Any termination rights in the Contract will not relieve the School System of responsibility or liability for any orders, obligations, or commitments made prior to the exercise of such rights by any party.

UDT will have the right to terminate this Agreement and seek compensation and/or damages (including, without limitation, all available remedies under law or at equity) from School System, including for any UDT Commitments, in the event the School System does not file timely for the applicable E-Rate or other government funding.

In reliance on the representations by the School System that any orders under this Agreement properly comply with applicable state law and the representations made in this Agreement, and consistent with the terms of the Contract and pursuant to this Agreement and the Contract, UDT agrees to provide the Services.

This Agreement shall remain in existence for the life of the underlying Contract including any duly exercised extensions.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed and agreed to by the undersigned, thereunto duly authorized.

**City of Kingsport for its
School System: Kingsport City Schools**

Signed by: _____
Signature of Authorized Person: Paul W. Montgomery
Printed Name: Paul W. Montgomery
Title: Mayor
Date Signed: 3/21/2025

United Data Technologies, Inc.

Signed by: _____
Signature of Authorized Person: Rex Miller
Printed Name: Rex Miller
Title: VP Financial Services
Date Signed: 3/21/2025

Attest: _____ DS
DocuSigned by: Angie Marshall
City Recorder

Approved as to form: _____
DocuSigned by: Rodney Rowlett, III
City Attorney