

Exhibit D Participation Agreement

This Participation Agreement (the "Participation Agreement") is entered into this ____ day of _____, 2014, by and between AT&T Mobility National Accounts LLC ("AT&T") and City of West Lafayette ("Participant").

1. **Recitals.**

1.1 AT&T and the State of Indiana entered into that certain AT&T Corporate Digital Advantage Agreement dated March 7, 2012 (the "Agreement").

1.2 Participant is a Participating Entity under the Agreement that wants to obtain Service from AT&T in connection with the Agreement.

1.3 In order to participate in the Agreement, Customer requires Participant to enter into this Participation Agreement.

2. Agreement. In consideration of the recitals set forth in §1 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, AT&T and Participant hereby agree to the terms and conditions of this Participation Agreement. Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement.

3. Incorporation of Agreement. AT&T and Participant agree that all the terms and conditions of the Agreement are incorporated herein by this reference. Participant further agrees that it has reviewed and understood the terms and conditions of the Agreement. In the event of any conflict between this Participation Agreement and the Agreement, the Agreement shall control.

4. Adoption of Agreement. Participant acknowledges and agrees that it is participating under the Agreement and that Customer and/or AT&T may modify the Agreement at any time. Participant agrees to all the terms and conditions set forth in the Agreement as so modified, and hereby consents to, agrees to be bound by, and waives notice of any extensions, deletions or other modifications of the terms and conditions of the Agreement agreed upon by Customer and AT&T (including, without limitation, any extension of the initial term, any addition of new products, services or programs, or any deletions or modifications of program benefits). Participant further acknowledges and agrees that all terms, conditions, rights and remedies under the Agreement are fully enforceable against Participant as if Participant were the Customer (including, without limitation, any requirements regarding CRU Terms and any obligation to pay Cancellation Fee(s)); provided, however, that (a) Participant has no right to set, modify or retain any portion of the Service Discount; (b) Participant has no right to terminate the Agreement or any other Participating Entity's Participation Agreement; (c) Participant has no right to any notices under the Agreement; and (d) any and all other rights and remedies available to Participant as "Customer" hereunder will be applicable to Participant only with respect to this Participation Agreement.

5. Service. AT&T agrees to provide Service to Participant pursuant to the terms and conditions of the Agreement. By signing this Participation Agreement, Participant acknowledges and agrees that it is liable for all charges incurred hereunder by Participant and its CRUs. Participant may receive Service under the Participation Agreement as CRUs only

6. Term. This Participation Agreement will commence on the date first written above and will be coterminous with the Agreement.

7. Representations and Warranties. Participant hereby represents and warrants that: (a) it meets, and will continue to meet throughout the term of this Participation Agreement definition of "Participating Entity" as set forth in the Program Description; and (b) all of Participant's CRUs are Participant's current Employees. Participant hereby expressly agrees to notify AT&T within ten (10) days if it no longer meets the definition of Participating Entity hereunder.

8. Creditworthiness. Participant agrees that AT&T shall have the right, prior to accepting a Participation

Agreement from Participant, to confirm Participant's creditworthiness based upon AT&T's credit policies. Participant acknowledges and agrees that AT&T may require Participant to tender a deposit if AT&T determines, in its reasonable judgment and based upon AT&T's internal credit policies, that Participant is not creditworthy, and AT&T may apply such deposit to any charges owed AT&T.

9. Default and Termination of Participation Agreement.

9.1 Participant Default; Termination by AT&T. Participant agrees that it will be an event of default hereunder if: (a) Participant no longer meets the definition of Participating Entity under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement; or (b) Customer is in default under the Agreement.

9.2 Notice and Opportunity to Cure. In the event of a default under §9.1(a) above, Participant will have the notice and cure rights set forth in the General Terms and Conditions. In the event of a default under §9.1(b) above, Participant will not have any notice or cure rights, and AT&T will have the right to terminate the Participation Agreement immediately.

9.3 Charges and Remedies. Upon termination pursuant to §9.1 herein, AT&T may seek any remedies available at law or in equity, and Participant will pay to AT&T all amounts incurred hereunder as of the termination date.

9. Address for Notices. All notices, requests, demands and other communications to Participant required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name: Betina Cochran

Title: Assistant to the Mayor

Address: 711 W. Navajo St.

City, State, Zip: West Lafayette, IN 47906

Phone: 765-775-5103 FAX: 765-775-5248

E-mail: bcochran@wl.in.gov

Tax ID: 0003122441

10. Consent to Disclosure. Participant consents to the disclosure by AT&T to Customer of information regarding the number of Participant's CRUs who are receiving Service under this Participation Agreement, the amount of revenue received by AT&T as a result of Participant's participation under the Agreement, and such similar information arising in connection with the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement as of the date first written above.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: _____

Name: _____

Title: _____

Date: _____

Participant Name: City of West Lafayette

By: 

Name: Betina Cochran

Title: Assistant to the Mayor

Date: 2/18/2014