

**AMENDMENT TO PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

PARTICIPANT: State of Maryland

This Amendment No. 2 ("Amendment 2") is entered into as of January 8, 2018 (the "Amendment 2 Effective Date") by and between the State of Maryland ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract, #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

1.2 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated January 8, 2013 (the "PA").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 2.

Section 2. Agreement. In consideration of the recitals set forth in §2 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 Contractor hereby agree to the terms and conditions of this Amendment 2. Unless otherwise defined, capitalized terms in this Amendment 2 have the meanings ascribed to them in the Contract and the PA. At times, the Contract, the PA, and this Amendment 2 are referred to collectively herein as the "Agreement."

Section 3. Custom FirstNet Mobile Plans. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described herein (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. ~~The Custom FirstNet Mobile Plans are not available to IRUs. In accordance with the Agreement,~~ the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans' corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers.

**TABLE 3.1
CUSTOM FIRSTNET MOBILE UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-Only Devices
Monthly Service Charge*	\$49.99	\$39.99	\$36.99

*The corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in Table 3 will be achieved via application of a modifier also reflected on the invoice.

**TABLE 3.2
CUSTOM FIRSTNET MOBILE POOLED PLANS**

	Pooled Data for Feature Phones, Purchase with 2-year Service Commitment	Pooled Data for Smartphones, Purchase with 2-year Service Commitment	Pooled 2GB Data for Smartphones, Purchase with 2-year Service Commitment	Pooled 2GB Data for Data-Only Devices, Purchase with 2-year Service Commitment	Pooled 5GB Data for Data-Only Devices, Purchase with 2-year Service Commitment
Monthly Service Charge*	\$24.99	\$35.99	\$45.99	\$25.99	\$32.99

*The corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in Table 3 will be achieved via application of a modifier also reflected on the invoice.

Section 4. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 2, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 2 as of the Amendment 2 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: 

Name: Mark Flister

Title: Sr. Contract Manager

Date: January 4, 2018

State of Maryland

By: 

Name: Michael B Leahy

Title: Acting Secretary

Date: January 8, 2018

Approved as to form and legal sufficiency

this 8TH day of January, 2018


Assistant Attorney General



State and Local Government Extended Primary Users

Mobile-Pooled & Mobile-Unlimited Plans

Exclusively for State and Local Government for Public Safety Entities and their Agency Paid Users
Get talk, text and flexible pooled or unlimited data.

FirstNet Mobile-Pooled & FirstNet Mobile-Unlimited Plans for Extended Primary Users include the option to add AT&T Dynamic Traffic Management—Public Safety, giving your Agency Paid Users priority access to the domestic AT&T 4G LTE network and prioritized treatment of your mission-critical data*

All FirstNet Mobile-Pooled & Mobile-Unlimited Plans Include:

- Unlimited Talk & Text on Smartphones & Feature Phones in the U.S. and Its Territories
- Choice of Pooled or Unlimited Data to fit your agency's budget and needs
- Unlimited Talk & Text to and in Canada & Mexico¹
- Choice of devices purchased on a 2-year agreement or with no service commitment
- No roaming charges in U.S. Territories, Canada and Mexico

¹Pay-per-use rates apply to calls made to all other countries.Feature.

FirstNet Mobile-Pooled Plans

Data added is cumulative to the total data available for the group		Add-a-Line ⁴	2GB	5GB	50GB	100GB	500GB	1000GB
Pooled Data for Smartphones per month	No service commitment ¹	\$19	\$28.50	\$41	\$227	\$412	\$1,917	\$3,682
	Purchase with 2-year service commitment	\$39	\$48.50	\$61	\$247	\$432	\$1,937	\$3,702
Pooled Data for Feature phones ² per month	No service commitment ¹	\$19						
	Purchase with 2-year service commitment	\$31						
Pooled Data for Data-only devices ³ per month	No service commitment ¹	\$12	\$21.50	\$34 ⁵	\$220	\$405	\$1,910	\$3,676
	Purchase with 2-year service commitment	\$22	\$31.50	\$44 ⁵	\$230	\$415	\$1,920	\$3,685

Data Coverage: Pay-per-use rate of \$0.00000536/MB applies.
¹Purchase at full price, purchased with required installment agreement, using your own, or on month-to-month basis. ²For basic and quick messaging plans only. ³Eligible data-only devices: Tablets, Connected Devices, laptops, LaptopConnect/aircards, netbooks, mobile hotspot devices, and select other data-only devices. Connected Devices: Cameras and select other data-only connected devices. ⁴Add-a-Line: A 0GB plan that adds a user to the pool of data but does not add additional data. ⁵A 10GB FirstNet Mobile - Pooled Data plan for data-only devices is available for \$85 per month (no service commitment) and \$65 per month (with 2-year service commitment).

FirstNet Mobile-Unlimited

Unlimited Enhanced for Smartphones	Unlimited Talk, Text, Data, Mobile Hotspot & Tethering	\$60/mo
Unlimited Standard for Smartphones	Unlimited Talk, Text & Data	\$50/mo
Unlimited for Data-only devices ¹	Unlimited Data, Mobile Hotspot & Tethering	\$40/mo

¹Eligible data-only devices: Tablets, Connected Devices, laptops, LaptopConnect/aircards, netbooks, mobile hotspot devices, and select other data-only devices. Connected Devices: Cameras and select other data-only connected devices. Unlimited plans do not pool with other FirstNet Mobile Pooled plans.

AT&T Dynamic Traffic Management – Public Safety

AT&T Dynamic Traffic Management—Public Safety, per Agency Paid User, per Month	\$7.50/mo (after \$7.50 credit)
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* Requires a qualified FirstNet Mobile data plan and a 4G LTE-compatible device provisioned with an Approved Business Application. Limited to Approved Business Application data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network. Priority access is not preemption. AT&T Dynamic Traffic Management—Public Safety usage on any FirstNet Mobile—Unlimited Plan may not exceed 22GB a month for three consecutive months; AT&T reserves the right to require Customer to move to a FirstNet Mobile—Pooled Plan if usage exceeds this limitation. Price is \$7.50 after \$7.50 credit.



 **AT&T Coverage Area**
 **No Service Area**

Map depicts an approximation of outdoor coverage. Actual coverage may differ. Coverage subject to change at any time without notice. Coverage and service not available everywhere. For most current coverage info, check wireless.att.com/coverageviewer

FIRSTNET MOBILE - POOLED PLANS AND FIRSTNET MOBILE - UNLIMITED PLANS FOR STATE AND LOCAL GOVERNMENT: Eligibility: The above FirstNet Mobile Plans are available only to state and local government Public Safety Entities that are Extended Primary Users having a qualified Government Agreement. The plans are intended for use solely by Agency Paid Users. Definitions: Public Safety Entities are entities authorized by the First Responder Network Authority to obtain services under the FirstNet program. Primary Users are those Public Safety Entities that act as first responders, i.e., those entities whose primary mission and job function is to provide services to the public in the area of law enforcement, fire protection, or emergency medical services. Extended Primary Users are those Public Safety Entities that are not Primary Users, but who may be called upon to support Primary Users during the time of an emergency or its aftermath. Agency Paid Users are individual employees and contractors of a Public Safety Entity who are granted access to a FirstNet Mobile plan for which the Public Safety Entity is financially responsible. A Government Agreement is a qualified AT&T wireless service agreement between AT&T and a state and local government Public Safety Entity eligible to participate in the FirstNet program. Plans are subject to the terms of the Government Agreement and, when incorporated into the Government Agreement, the AT&T FirstNet Solution Service Guide. International Roaming Blocking Feature: All FirstNet Mobile plans are provisioned with the International Roaming Blocking Feature. Customer must remove the feature to roam in international locations other than Canada and Mexico. There is no charge to remove this feature, but international roaming outside of Canada and Mexico is subject to additional charges. International roaming requires purchase of an international plan (sold separately). Pricing: Prices are for service only. Devices: Sold separately. Installation plan charges and other device purchase costs are extra. A limit on the number of financed devices per wireless account may apply. FirstNet Mobile Plan Discounts: The monthly service charges of FirstNet Mobile-Pooled Plans for smartphones with no annual service commitment are discounted by \$20 per month as compared to the standard monthly service charges of plans for smartphones with a 2-year service commitment; FirstNet Mobile-Pooled Plans for feature phones and data devices are similarly discounted by \$12 per month and \$10 per month, respectively. The FirstNet Mobile-Pooled Plan discount will appear on Customer's bill. FirstNet Mobile-Unlimited plans are not discounted. **NO OTHER DISCOUNTS IN THE GOVERNMENT AGREEMENT APPLY.** Loss of Monthly Service Charge Discount with 2-year Device Upgrade: To the extent 2-year service commitments are available under the Government Agreement, if you upgrade to a device with a 2-year service commitment, you will lose the plan discount for the affected line.

DATA: For use in the United States, Puerto Rico and U.S. Virgin Islands (the "Domestic Coverage Area" or "DCA"), other U.S. Territories, Canada and Mexico. Additional or promotional data may not be available for use outside the DCA. See att.com/broadband for details on AT&T network management policies. Canada and Mexico Service Restrictions: Plan usage not available in Canada and Mexico on Connected Devices. Pay-per-use roaming rates will apply on these devices.

FirstNet Mobile - Unlimited Plans: Unlimited plans do not pool. Customer's usage of AT&T Dynamic Traffic Management—Public Safety on any FirstNet Mobile - Unlimited Plan may not exceed 22GB a month for three consecutive months; AT&T reserves the right to require Customer to move an Agency Paid User to a FirstNet Mobile-Pooled Plan if usage exceeds this limitation, and may reassign the user proactively unless prohibited under the Government Agreement or regulation. **Exclusions:** FirstNet Mobile-Unlimited Plans may not be used with any device or equipment that is intended to, or is used to, establish a continuous, unattended connection to the AT&T network, including but not limited to, automatic data feeds, mobile video transmissions, and automated machine-to-machine connections.

FirstNet Mobile - Pooled Plans: Within a single Billing Account Number (BAN), Agencies activated on separate FirstNet Mobile-Pooled Plans are combined to create a "Data Pool." Every billing cycle, each Agency Paid User first uses his or her plan's included data allotment ("Data Allowance"). If any, if an Agency Paid User does not use all of the plan's Data Allowance, it creates an underage in the amount of the unused Data Allowance (Under Usage). If an Agency Paid User uses more than the plan's Data Allowance (e.g., any Agency Paid User with a 0GB plan), the Agency Paid User incurs Data Overage charges in the amount of the excess data usage (Over Usage). At the end of the billing cycle, AT&T calculates the total Under Usage amounts for Agency Paid User lines in the Data Pool and the total Over Usage amounts for Agency Paid User lines in the Data Pool and then compares the two totals. If the total Under Usage amount exceeds the total Over Usage amount, the excess Under Usage is allocated among each Agency Paid User in the Data Pool with Over Usage, resulting in per line credits on Customer's invoice equal to each such Agency Paid User line's Data Overage charges. Any remaining excess Under Usage will be forfeited. If the total Under Usage is more than zero and if the total Over Usage amount exceeds the total Under Usage amount, then the Under Usage is divided by the Over Usage to create an allocation factor that is applied equally to each Agency Paid User's Data Overage charges to determine each such Agency Paid User's share of the total Under Usage amount, resulting in per line credits on Customer's invoice to partially offset each such Agency Paid User's Data Overage charges. For example, if a Data Pool has 100 KB of Under Usage and 1000 KB of Over Usage (which means an allocation factor of 10%), then Customer's invoice will show, with respect to each Agency Paid User line with Over Usage, both (a) the Agency Paid User's Data Overage charges for the Over Usage at the specified Data Overage rate, and (b) a bill credit equal to 10% of the Agency Paid User's Data Overage charges. Changing or migrating Agency Paid User lines to FirstNet Mobile-Pooled Plans during a bill cycle may result in one-line prorations or other minor impacts to the credit calculation. If Customer's organization's Foundation Account Number has multiple BANs, Customer may have more than one BAN specific Data Pool; however, Agency Paid User Lines in one Data Pool cannot take advantage of another Data Pool's Under Usage, and each Agency Paid User Line can only be part of one Data Pool at a time. AT&T reserves the right to limit the number of Agency Paid User Lines in a Data Pool due to business needs and system limitations. **Data Overage:** If Customer exceeds the total amount of data in the Data Pool during a billing period, a pay-per-use rate of \$0.00009536 per kilobyte ("KB") will apply. 1,024 KB = 1 megabyte ("MB"); 1,048,576 KB = 1 gigabyte ("GB").

UNLIMITED TALK: For phones only. Includes unlimited calls within the DCA and other Territories (some plans also include calls within Canada and Mexico). Unlimited Talk to Canada and Mexico; For phones only. Includes unlimited International Long Distance (ILD) calling from the DCA to Mexico and Canada only. Customer may be charged for calls to special or premium service numbers. Calls to Other Countries; Plans for phones also include ILD calling from the DCA and other U.S. Territories to countries other than Canada & Mexico. Per minute pay-per-use rates apply unless an ILD service package is added to the line placing such calls. Rates subject to change without notice. For rates, see att.com/worldconnect.

UNLIMITED TEXT: Standard Messaging - For phones only. Includes unlimited number of messages up to 1MB in size within and from the DCA and other U.S. Territories (plans for smartphones and feature phones also include messaging within and from Canada and Mexico) to more than 190 countries for text messages and 120 countries for picture and video messages. AT&T may add, change, and remove included countries at its discretion without notice. Messages sent through applications may incur data or other charges. Visit att.com/text2world for details. Advanced Messaging - For customers with Advanced Messaging capable devices only. Both sender and recipient(s) must be AT&T postpaid wireless customers with HD Voice accounts, and both must have their advanced messaging capable devices turned on and be within AT&T's owned and operated network within the DCA (third party coverage and use in Mexico are excluded). Includes unlimited number of messages up to 10MB in size. Additional restrictions apply and can be found at att.com/advancedmessaging.

AT&T DYNAMIC TRAFFIC MANAGEMENT—PUBLIC SAFETY: Agency Paid User Lines must have a qualified FirstNet Mobile data plan and a 4G LTE-compatible device provisioned with an Approved Business Application. Pricing: \$7.50 per Agency Paid User line per month (\$15 billed surcharge per Agency Paid User line is credited back \$7.50 each month for a net price of \$7.50). Surcharge not prorated. Usage Limitation: As set forth above. **Approved Business Applications:** Approved Business Applications are limited to applications directly related to the primary missions of Public Safety Entities and exclude such applications as mobile video transmission applications and applications that transmit data to and from the Internet. Limitations: Feature is available only in the DCA (excluding other U.S. Territories) and only for Customer's Approved Business Application data traffic originated on and traveling over the AT&T-owned domestic 4G LTE network. Feature does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic. Feature provides priority access to available AT&T 4G LTE network resources, but does not include preemption. Feature may not be used for Internet traffic other than Customer's Approved Business Application data traffic. **Termination or Suspension:** AT&T reserves the right to terminate, suspend or restrict the feature if use is inconsistent with applicable terms and conditions; the Government Agreement; or Service Guide (if applicable).

GENERAL WIRELESS SERVICE TERMS: Subject to Government Agreement. Service is not for resale. Other restrictions apply and may result in service termination. If Customer purchased a device that requires a term commitment, an Early Termination/Cancellation Fee applies if Customer cancels Agency Paid User service after the first 30 days and before the Agency Paid User Line service term ends. See att.com/equipmentETF for details on what fee may apply to device and how the fee is prorated over time. Activation/upgrade fee per line (up to \$45) and deposit may apply. Credit approval may be required. AT&T reserves the right to suspend or terminate service to Customer's account, place any non-complying device on an appropriate plan, and/or add any other required element of a plan. **Other Monthly Charges:** Apply per line and may include taxes, federal/state universal service charges, a Regulatory Cost Recovery Charge (up to \$1.25), a gross receipts surcharge, an Administrative Fee, and other governmental assessments (including w/out limitation a Property Tax Abatement surcharge of \$0.20 - \$0.45 applied per Agency Paid User's assigned number), which are not government-required charges. Pricing, fees, promotions, options, restrictions and terms subject to change and may be modified, discontinued or terminated at any time without notice. **Intervenor Limitation:** FirstNet plans are not eligible for combined (wireless/wireline) billing. **Coverage:** Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info, check wireless.att.com/coverageviewer. Coverage may include areas served by unaffiliated carriers and not on AT&T's owned and operated network (off-net). Arrangements with these carriers may change from time to time, and coverage is subject to change without notice.