

**AMENDMENT #1**  
**TO**  
**CONTRACT NUMBER VA-171023-ATM**  
**BETWEEN THE**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**  
**ON BEHALF OF**  
**THE COMMONWEALTH OF VIRGINIA**  
**AND**  
**AT&T MOBILITY II LLC**

This Amendment No. 1 ("Amendment 1") is entered into as of January 29, 2018 (the "Amendment 1 Effective Date") by and between AT&T Mobility National Accounts, LLC ("Supplier") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein individually as a "Party" or together as the "Parties").

**Section 1. Recitals.**

1.1 Supplier and VITA entered into that certain Wireless Services and Equipment Contract No. VA-171023-ATM, dated November 13, 2017, (the "Contract").

1.2 Supplier and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 1.

1.3 The Supplier name "AT&T Mobility" was initially listed on the Agreement incorrectly. The correct Supplier name is "AT&T Mobility II, LLC, D/B/A AT&T Mobility National Accounts, LLC".

**Section 2. Agreement.** In consideration of the recitals set forth in §1 of Amendment 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, Supplier and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 1. Unless otherwise defined, capitalized terms in this Amendment 1 have the meanings ascribed to them in the Contract.

**Section 3. Section to be Added to the Contract.** The Parties agree that the terms and conditions below will be added to and made part of Exhibit A of the Contract. Exhibit A is modified to add the following:

**"12. Custom FirstNet Mobile Plans**

Subject to all corresponding conditions set forth in this §12 (including all sub-sections and Tables) Supplier will provide VITA and its eligible users the custom FirstNet Mobile Plans described in this section (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Contract. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. In accordance with the Contract, the Custom FirstNet Mobile Plans are subject to Supplier's FirstNet Solution Service Guide attached hereto and incorporated herein as Attachment 1. To the extent of any material conflict between the terms and conditions of this section and Supplier's FirstNet Solution Service Guide, this section will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if VITA'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 12.1  
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge*	\$50.99	\$40.79	\$37.73

\*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 12.2  
CUSTOM FIRSTNET MOBILE-POOLED PLANS**

	Pooled Data for Feature phones, for use with a subsidized device Add-A-Line	Pooled Data for Data-only Devices, for use with a subsidized device 2GB	Pooled Data for Data-only Devices, for use with a subsidized device 5GB
Monthly Service Charge*	\$25.49	\$26.51	\$33.65

\*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."

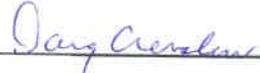
**Section 4. Restatement of Contract.** The terms and conditions of the Contract, as modified by this Amendment 1, are hereby re-stated and ratified by Supplier and VITA. All such terms and conditions are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 1 as of the Amendment 1 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS, LLC.

BY:   
 NAME: MARK FLISTER  
 TITLE: SR. CONTRACT MANAGER  
 DATE: 01/23/2018

VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
ON BEHALF OF THE COMMONWEALTH OF VIRGINIA

BY:   
 NAME: Doug Crenshaw  
 TITLE: VITA Security Mgr  
 DATE: 1/29/18

## EXHIBIT A

### ATTACHMENT 1: AT&T FirstNet Solution

AT&T FirstNet Solution for Authorized Public Safety Agencies and Authorized Affiliated Businesses providing Public Safety Services.

The Service Guide consists of the following Parts:

- Service Description (SD)
- Pricing (P)

#### Service Description (SD)

##### SD-1. General Description and Geographic Availability

AT&T's FirstNet Solution consists of a portfolio of wireless voice, texting and data service plans, along with ancillary equipment, services, features and functionalities developed by AT&T under authority granted to it by the First Responder Network Authority (the "FirstNet Authority") created under the Middle Class Tax Relief and Job Creation Act of 2012 (the "Act") as an independent federal authority within the National Telecommunications & Information Administration ("NTIA") of the United States Department of Commerce. AT&T's FirstNet Solution is designed to maximize the utility and dependability of wireless communications by and between first responders and the personnel and entities that support them. AT&T's FirstNet Solution will be provisioned using AT&T's commercial LTE network along with a phased deployment of the FirstNet Evolved Packet Core to provide emergency responders with the first high-speed, nationwide broadband network with dedicated access, when they need it, to the needs of Local, State, Federal, and Tribal Public Safety Entities [the "AT&T FirstNet Nationwide Public Safety Broadband Network" ("NPSBN")].

The AT&T FirstNet Solution is available only to Public Safety Entities and their qualified Agency Paid Users and Subscriber Paid Users. The availability of the portfolio of services in AT&T's FirstNet Solution varies on a state-by-state basis, primarily dependent upon network capabilities and individual states' or territories' decisions on opting into the NPSBN. Public Safety Entities are classified as either "Primary Users" or "Extended Primary Users." See the Public Safety Entities section, below.

Agency Paid Users and Subscriber Paid Users are collectively referred to as Authorized Users. The various types of Authorized Users are more fully defined in the Authorized Users; Agency Paid Users; Subscriber Paid Users section, below.

##### SD-1.1. Geographic Coverage; NPSBN Construction and Deployment

The AT&T FirstNet Solution will be provided using AT&T's commercial LTE network along with the FirstNet Evolved Packet Core deployment. The approximate coverage of the NPSBN network ("Service Area") is set forth at <http://FirstNet.com> or such other site as AT&T may designate.

As the NPSBN evolves, AT&T will provide updated coverage maps from time to time to customers using or who are eligible for the AT&T FirstNet Solution. Authorized Users will be migrated to the FirstNet Evolved Packet Core when and where AT&T deploys it. Authorized Users migrated from AT&T's commercial network to the FirstNet Evolved Packet Core, when and where deployed, may need a new Universal Integrated Circuit Card (UICC); Subscriber Identification Module (SIM) card or device to access some advanced features of the NPSBN.

## **SD-2. AT&T FirstNet Solution Eligibility**

### **SD-2.1. Public Safety Entities**

The eligibility of State and local Public Safety Entities and any Subscriber Paid Users is contingent upon a State's decision to opt-into the AT&T NPSBN. Eligible Public Safety Entities in States which have opted in shall be determined pursuant to the requirements of the Act, as interpreted by the FirstNet Authority. All federal Public Safety Entities are eligible for the AT&T FirstNet Solution. Only the FirstNet Authority has the ability to designate, in writing, Public Safety Entities that are eligible to purchase the AT&T FirstNet Solution, either on a permanent or temporary basis.

#### **SD-2.1.1. Primary Users and Extended Primary Users**

Public Safety Entities are classified as either Primary Users or Extended Primary Users as identified by their North American Industry Classification System (NAICS) code.

##### **Primary Users**

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.

- 621910 (Ambulance Safety Services)
- 922120 (Police Protection)
- 922160 (Fire Protection)

##### **Extended Primary Users**

Extended Primary Users are those Public Safety Entities (which may be individuals, agencies, organizations, non-profit companies) that are not Primary Users, but who may be called upon to support Primary Users with the mitigation, remediation, overhaul, clean up, restoration, or provision of other services that are required during the time of an emergency or its aftermath.

- 624230 (Search & Rescue Squads)
- 624230 (Emergency and Other Relief Services)
- 922190 (Other Justice, Public Order, and Safety Activities)
- 922110 (Courts)
- 928110 (National Security)
- 922130 (Legal Counsel and Prosecution)
- 922140 (Correctional Institutions)
- 922150 (Parole Offices and Probation Offices)
- 922190 (Emergency planning and management offices, government)
- 926130 (Regulation and Administration of Communications, Electric, Gas, and Other Utilities)

In addition, entities responsible for the construction, maintenance and repair of critical infrastructure and assigned one of the following NAICS codes are eligible to purchase the AT&T FirstNet Solution as Extended Primary Users:

- Energy: 333611 (wind turbine); 221111 (Hydroelectric Power Generation); 221122 (Electric Power Distribution); 221210 (Natural Gas Distribution)
- Nuclear Reactor: 221113 (Nuclear Electric Power Generation); 562211 (Hazardous Waste Treatment and Disposal)
- Communication: 517110 (Telecommunications, wired); 517212 (Cellular and other Wireless Telecommunications); 238210, 334290 and 561620 (Alarm Systems)
- Water 221320 (Sewage Treatment Facilities); 221310 (Water Supply and Irrigation Systems)

- Transportation: 482111 (Railway Transportation); 481111 (Passenger Air Transportation); 481112 ( Freight Air Transportation); 483111 (Shipping Transportation); 926120 (Transportation Administration), 491110 (Postal Service)

- Healthcare and Public Health: 621112 (Health Care Practitioners); 923120 ( Public Health Programs)

- Critical Manufacturing: 237310 (Highway, Street and Bridge Construction); 811310 (Industry Equipment Repair); 236210 (Industrial Building Construction); 211130 (Extraction); 236220 (Construction Management)

- Chemical: 561612 (Protective Services); 541330, 541690 (Chemical Engineering and Consulting); 239210 (Pharmaceutical)

- Information Technology - 541512 (Computer Integration); 541519 (Computer Disaster Recovery)

### **SD-2.2. Authorized Users; Agency Paid Users; Subscriber Paid Users**

Public Safety Entities shall be responsible for vetting and approving the use of the FirstNet Solution by individuals. Vetted and approved individuals who have access to, and use of, a FirstNet Plan are referred to as Authorized Users. Authorized Users are either Agency Paid Users or Subscriber Paid Users. Agency Paid Users are individual employees and contractors of a Public Safety Entity (both Primary User and Extended Primary User Public Safety Entities) who are granted access to the AT&T FirstNet Solution through a FirstNet plan for which the Public Safety Entity is financially responsible under the Public Safety Entity's contract with AT&T. The Public Safety Entity is responsible for designating a contact who will confirm that the Agency Paid Users, whether individual employees or contractors, are verified and approved to use the FirstNet Solution. Agency Paid Users are not responsible for the monthly service charges under their FirstNet plan, nor any equipment related charges.

Subscriber Paid Users are individuals who are either (a) employees of a Primary User Public Safety Entity, or (b) authorized, active auxiliary personnel affiliated with a Primary User Public Safety Entity who provide services or perform functions on an occasional, volunteer basis, that support the Public Safety Entity in the areas of law enforcement, fire protection, or emergency medical services. All Subscriber Paid Users must be verified and approved by a Public Safety Entity, which is responsible for providing a correct Foundation Account Number and other eligibility information to the Subscriber Paid User for his or her use in obtaining a wireless service plan. Once verified and approved, Subscriber Paid Users must establish a contractual relationship directly with AT&T using an AT&T Wireless Customer Agreement ("WCA") under which they may purchase an AT&T FirstNet Solution Subscriber Paid User plan. Subscriber Paid Users are financially responsible for payment of services provided under the WCA and any applicable plan. AT&T FirstNet Solution Subscriber Paid User plans are provided in the Subscriber Paid Plans pricing section of this Service Guide.

### **SD-3. AT&T FirstNet Solution Rate Plans, Features and Equipment**

**SD-3.1. AT&T FirstNet Solution Rate Plans** The AT&T FirstNet Solution features a variety of voice, text and data plans at various price points that are available exclusively to Public Safety Entities. See the pricing section of this Service Guide for information regarding the AT&T FirstNet Solution plans. These plans are only available for use by Agency Paid Users and certain plans and pricing will be further limited for use by Primary Users.

### **SD-3.2. AT&T Dynamic Traffic Management – Public Safety**

The terms and conditions for the AT&T Dynamic Traffic Management - Public Safety solutions described in this Service Guide are available and applicable solely to Public Safety Entities purchasing pooled and unlimited mobile data plans offered as part of the AT&T FirstNet Solution.

The AT&T Dynamic Traffic Management - Public Safety solutions described in this Service Guide are subject to each Customer's Service Agreement. The AT&T Dynamic Traffic Management - Public Safety solutions described in this Service Guide are available to qualified FirstNet Public Safety Entities (both Primary Users and Extended Primary Users) and solely for their authorized Agency Paid Users' lines purchased under FirstNet Mobile - Pooled Plans and FirstNet Mobile - Unlimited Plans.

In order to maintain consistency between the service description for AT&T's Dynamic Traffic Management solution for FirstNet and the service description AT&T's Dynamic Traffic Management solution for non-FirstNet customers, the following defined terms from the AT&T FirstNet Solution Service Guide have been changed for this Service Guide:

- "Public Safety Entity" shall be deemed a "public safety customer" for purposes of this Service Guide.
- "Primary User" shall be deemed a "First Responder Public Safety Entity" for purposes of this Service Guide. An entity wishing to purchase AT&T Dynamic Traffic Management—Public Safety as a Primary User/First Responder Public Safety Entity must satisfy the definition of a Primary User in the AT&T FirstNet Solution Service Guide.
- "Extended Primary User" shall be deemed a "Critical Infrastructure Public Safety Entity" for purposes of this Service Guide. An entity wishing to purchase AT&T Dynamic Traffic Management—Public Safety as an Extended Primary User/Critical Infrastructure Public Safety Entity must satisfy the definition of an Extended Primary User in the AT&T FirstNet Solution Service Guide.
- "Agency Paid Users" shall be referred to as "Corporate Responsibility Users" or "CRUs" for purposes of this Service Guide.

Terms not otherwise defined herein are defined in the AT&T FirstNet Solution Service Guide.

Each CRU line may have only one AT&T Dynamic Traffic Management - Public Safety service or data prioritization solution provisioned on it.

### **SD-3.3 Description, Eligibility and Pricing – AT&T Dynamic Traffic Management – Public Safety**

#### **SD-3.3.1 Description of AT&T Dynamic Traffic Management – Public Safety**

AT&T Dynamic Traffic Management – Public Safety provides eligible public safety customers and their CRUs three primary features: (a) an enhanced network experience; (b) priority access to available network resources; and (c) for First Responder Public Safety Entities CRUs, preemption capability.

#### **SD-3.3.2 Enhanced Network Experience**

AT&T Dynamic Traffic Management - Public Safety uses quality of service ("QoS") network technology to enable qualified public safety customers to receive a differentiated (i.e., enhanced versus "best effort") 4G LTE network experience for Approved Business Application (as defined below) data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network (i.e., excluding microcells, AT&T Wi-Fi service, and roaming partners' networks). An enhanced, or higher, QoS is particularly valuable during times of network congestion, such as those that may occur during larger emergencies.

#### **SD-3.3.3 Priority Access to the AT&T-Owned 4G LTE Network**

AT&T Dynamic Traffic Management- Public Safety also provides priority access to available network resources on the domestic AT&T 4G LTE network for a customer's authorized CRU subscribers. Because of their different roles in responding to public safety emergencies, First Responder Public Safety Entities' CRUs will be given a higher priority access level than Critical Infrastructure Public Safety Entities.

#### **SD-3.3.4 Preemption Capability.**

AT&T Dynamic Traffic Management – Public Safety provides First Responder Public Safety Entities and their CRUs preemption capability to control use of network resources in conjunction with Priority Access. Preemption capability removes or reassigns active sessions from other lower priority users' use of the AT&T-owned domestic 4G LTE network when network resources are scarce or fully occupied, particularly in times of emergency. First Responder Public Safety Entity CRUs are provisioned with preemption as a

standard feature of their defined network profile. The extent of the preemption capabilities available at any given time varies by the circumstances and the demands upon the network.

#### **SD-3.4. Public Safety Customers Eligible to Purchase AT&T Dynamic Traffic Management—Public Safety**

Eligible public safety customers are not determined by organizational type: for example, public safety customers may be individuals, government agencies, organizations, non-profit and for-profit corporations. All eligible public safety customers are referred to as “entities” and their individual users as “CRUs”. Although public safety customers do not require a specific type of organizational structure to be qualified to purchase AT&T Dynamic Traffic Management—Public Safety, they must satisfy the criteria of either a First Responder Public Safety Entity or Critical Infrastructure Public Safety Entity.

##### **SD-3.4.1 Exercise of Discretion as to Qualified Public Safety Customers and their Categorization.**

AT&T reserves the right to exercise its sole and reasonable discretion to determine which public safety customers may purchase AT&T Dynamic Traffic Management - Public Safety, the category to which they belong and the extent to which such customers may deploy and utilize AT&T Dynamic Traffic Management - Public Safety within their organizations. AT&T further reserves the right to limit or terminate use of AT&T Dynamic Traffic Management - Public Safety by customers that AT&T determines to be using AT&T Dynamic Traffic Management - Public Safety in a manner inconsistent with the expressed or intended use of AT&T Dynamic Traffic Management - Public Safety.

##### **SD-3.5. AT&T Dynamic Traffic Management – Public Safety Pricing, Billing, and Usage Caps**

AT&T Dynamic Traffic Management - Public Safety is provisioned as a monthly recurring feature charge that is added to Customer’s qualified FirstNet Mobile - Pooled Plans and FirstNet Mobile - Unlimited Plans.

All authorized CRUs on a FirstNet Mobile—Pooled Plan with a specific data allotment may use AT&T Dynamic Traffic management up to the limit of their plan’s monthly allotment. All authorized CRUs’ 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 to a FirstNet Mobile - Pooled Plan if usage exceeds this limitation. AT&T may require VITA to issue an order moving Customer to a FirstNet Mobile - Pooled Plan upon notice to Customer, unless prohibited under the Business Agreement or regulation.

##### **SD-3.6. AT&T Dynamic Traffic Management – Public Safety Service and Use**

In order to qualify for AT&T Dynamic Traffic Management - Public Safety, Customer must at all times (a) be in compliance with Customer’s Service Agreement, and (b) meet the eligibility requirements set forth in the General Requirements section below, and (c) comply with the service and use requirements set forth below.

##### **SD-3.7. Required and Optional Service Configurations.**

**SD-3.7.1 Service Requirements.** AT&T Dynamic Traffic Management - Public Safety is offered as an enhancement to Customer’s authorized CRU lines of service having: (a) a qualified FirstNet Mobile - Pooled Plan or a First Mobile - Unlimited Plan; (b) a 4G LTE compatible smartphone or wireless device; provisioned with (c) an Approved Business Application.

##### **SD-3.7.2 Approved Business Applications**

AT&T Dynamic Traffic Management - Public Safety is available only for use with Customer’s qualified business applications that are used solely in connection with the transmission of Customer’s data to and from its authorized CRU lines’ 4G LTE-enabled Equipment, including routers, as determined solely by AT&T (each, an “Approved Business Application”).

Approved Business Applications may include, without limitation, video calling/conferencing, push-to-talk, dispatch, logistics, command and control, telematics, and monitoring applications used by Customer's CRU lines. Customer understands and agrees that AT&T Dynamic Traffic Management - Public Safety may not be used with, among other things: (a) mobile video transmission applications, and (b) applications that transmit data to and receive data from all or substantially all Internet endpoints. Accordingly, for each business application identified by Customer for use with AT&T Dynamic Traffic Management - Public Safety, AT&T reserves the right to request that Customer provide AT&T with sufficient information about the application to permit AT&T to determine whether the application is an Approved Business Application. Such information will include, at a minimum, the application name/version, application protocol, destination IP address and destination port. If AT&T confirms that Customer has requested AT&T Dynamic Traffic Management - Public Safety for an Approved Business Application, Customer will also be required to identify a Customer representative who will be available to assist AT&T, at a mutually agreeable time and upon reasonable prior notice from AT&T, in: (a) validating and testing the Approved Business Application as part of the AT&T Dynamic Traffic Management - Public Safety set up; and (b) in the event that Customer chooses to configure AT&T Dynamic Traffic Management with AT&T Private Mobile Connection service, providing additional technical information and/or requesting any modifications or additions to the Approved Business Application, as described more fully in the sections of this Service Guide applicable to Customer's Private Mobile Connection solution.

### **SD-3.7.3. Optional Service Configurations**

AT&T Dynamic Traffic Management can also be combined in solutions featuring AT&T Private Mobile Connection [formerly known as AT&T Commercial Connectivity Service ("CCS")].

### **SD-3.8. Limitations and Restrictions of AT&T Dynamic Traffic Management – Public Safety**

Customer acknowledges and agrees that: (a) AT&T Dynamic Traffic Management - Public Safety is available only within the Domestic Coverage Area (i.e., the United States, Puerto Rico and the U.S. Virgin Islands) and only for Customer's Approved Business Application data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network; (b) AT&T Dynamic Traffic Management - Public Safety does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic, as other data traffic may receive a similar or higher QoS; (c) AT&T Dynamic Traffic Management - Public Safety provides Customer's authorized CRUs priority access to available AT&T 4G LTE network resources, although some customers will have a higher priority access level than others; (d) the preemption capability is limited to use by First Responder Public Safety Entities and their CRUs; and (e) AT&T Dynamic Traffic Management - Public Safety not to be used for any data traffic originated on or over the Internet, other than Customer's Approved Business Application data traffic.

### **SD-3.9. AT&T Dynamic Traffic Management – Public Safety Performance Reporting**

#### **SD-3.9.1. Reports**

When statistically significant and reliable data are available, AT&T shall provide monthly summary reporting on various network performance metrics designed to help Customer compare the measured performance of its authorized CRU lines provisioned with AT&T Dynamic Traffic Management - Public Safety to the estimated "best efforts" performance for data traffic over the domestic AT&T 4G LTE network. These reports can be used to assist Customer in evaluating the benefits of AT&T Dynamic Traffic Management - Public Safety.

#### **SD-3.9.2. Delivery**

AT&T Dynamic Traffic Management - Public Safety performance reports will be made available electronically to Customer via the AT&T Premier web portal (or, if applicable, the AT&T Enterprise on Demand (EOD) web portal) through which Customer and its authorized representatives place orders and manage Customer's wireless account(s) in accordance with the terms and conditions of the Agreement, including without limitation the AT&T Premier Attachment (or, if applicable, the EOD Attachment). Reports will be made available no earlier than 45 days after the end of each month and no later than the time AT&T

reasonably requires to compile the report.

### **SD-3.9.3. Modifications; Termination**

Customer understands that AT&T's wireless network is evolving and that technology changes may impact the descriptions of the Network Metrics (i.e., the measurement calculations). Accordingly, AT&T reserves the right to modify and/or discontinue the AT&T Dynamic Traffic Management - Public Safety performance reporting at any time, for any reason, upon notice to Customer.

### **SD-3.9.4. Confidentiality**

Notwithstanding the Confidentiality provision set forth elsewhere in Customer's Service Agreement, Customer acknowledges and agrees that the Network Metrics and the performance reports to be provided pursuant to the section above entitled "AT&T Dynamic Traffic Management - Public Safety Performance Reporting" constitute AT&T's highly sensitive, confidential and proprietary network information (the "AT&T Confidential Information"). Accordingly, Customer shall, for a period of three (3) years following its disclosure to Customer: (a) hold the AT&T Confidential Information in confidence; (b) use the AT&T Confidential Information only for purposes of this section; and (c) not disclose the AT&T Confidential Information to third-parties without AT&T's prior written consent, except that Customer may disclose the AT&T Confidential Information (i) to its employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of AT&T and agree in writing to use and disclosure restrictions as restrictive as this section), or (ii) to the extent authorized to be revealed by law, government authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to AT&T to the extent practicable and not prohibited by law, government authority or legal process). CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY BREACH OR THREATENED BREACH OF THIS SECTION IS LIKELY TO CAUSE AT&T IRREPARABLE HARM FOR WHICH DIRECT MONEY DAMAGES MAY NOT BE SUFFICIENT OR APPROPRIATE. CUSTOMER THEREFORE AGREES THAT THE LIMITATION OF LIABILITY REGARDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, AND SPECIAL DAMAGES CONTAINED ELSEWHERE IN CUSTOMER'S SERVICE AGREEMENT DOES NOT APPLY TO ANY BREACH OF THIS SECTION BY CUSTOMER. IN ADDITION, AT&T IS ENTITLED TO RECEIVE INJUNCTIVE OR OTHER EQUITABLE RELIEF TO REMEDY OR PREVENT ANY BREACH OR THREATENED BREACH OF THIS SECTION.

### **SD-3.10. Miscellaneous**

#### **SD-3.10.1. FirstNet Customer Support**

AT&T will provide AT&T Dynamic Traffic Management - Public Safety related support to Customer's representative for the service through the FirstNet Customer Support center available 24 hours a day / seven days a week.

#### **SD-3.11. Product Change or Discontinuation**

Notwithstanding anything to the contrary elsewhere in Customer's Service Agreement, AT&T may modify the pricing and/or terms of, or discontinue offering or providing AT&T Dynamic Traffic Management - Public Safety at any time for any reason upon at least 30 days' written notice to Customer. AT&T will make available a service offer featuring priority access and data prioritization equal to or better than the then-current AT&T Dynamic Traffic Management - Public Safety offering prior to making any changes to the service.

Pricing (P)

#### **SD-3.12. AT&T FirstNet Equipment**

Public Safety Entities and their Authorized Users can choose from a broad portfolio of commercially available devices and accessories to meet the demands of administrative personnel and front line first responder. The portfolio includes choices from smartphones, feature phones, tablets, laptops, wearables, remote speaker mics, accessories (cases, covers, headsets, etc.) and vehicle mounted routers. Customers

will be able to choose devices that are on the Android, iOS, or Windows operating systems.

#### **SD-3.12.1. Stocked Devices**

Stocked devices are readily available devices that AT&T inventories and are generally available in an AT&T store, an Authorized AT&T Retail provider, or on line at [www.att.com/wireless](http://www.att.com/wireless). Some AT&T FirstNet Solution features requires devices to be on an LTE network in order to function. See the feature description for these restrictions.

#### **SD-4. Invoicing**

Public Safety Entities will be invoiced pursuant to the terms of their agreement with AT&T. Subscriber Paid Users will be invoiced pursuant to the terms of the WCA.

#### **SD-5. AT&T FirstNet Customer Support**

AT&T will provide a dedicated AT&T FirstNet life cycle management team.  
AT&T will provide help desk support 24X7, 365 days per year for Public Safety Entities and their Authorized Users.

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End of Service Guide