

**AMENDMENT #2
TO
CONTRACT NUMBER VA-171023-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

This Amendment No. 2 ("Amendment 2") is entered into as of March 7, 2019, 2019 (the "Amendment 2 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 Supplier 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, as amended (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 2.

Section 2. Agreement. In consideration of the recitals set forth in §1 of Amendment 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, Supplier and VITA hereby agree to amend the Contract pursuant 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.

Section 3. AT&T Passport® Packages. Supplier will provide VITA and its qualified users with the AT&T Passport® feature ("AT&T Passport") pursuant to the terms and conditions of the Contract, and this Amendment 2 including, without limitation, the Sales Information for AT&T Passport®, attached hereto and incorporated herein as Exhibit A. AT&T Passport (a) is NOT eligible for the MSC Service Discount; and (b) is available for the term of Contract. VITA acknowledges and agrees that AT&T Passport is subject to the terms and conditions set forth in the Sales Information attached hereto as Exhibit A. If there is any material conflict between the terms of the Sales Information and the terms of this Amendment 2, then the terms of this Amendment 2 take precedence solely to the extent those terms and conditions pertain to AT&T Passport.

**Table 3.1
AT&T Passport Plans**

Monthly Recurring Charge	\$60.00	\$120.00
Data Allowance	1GB	3GB
Data Overage Charges	\$50.00/GB	\$50.00/GB
Talk	\$0.35/min	\$0.35/min
Text	Unlimited	Unlimited
<small>One-time charge or monthly-recurring charge applies. One-time charge packages are valid for 30 days beginning on the chosen effective date may cross two bill cycles and expire automatically. Packages will not be prorated if canceled on or after the chosen effective date. Packages canceled prior to chosen effective date will not incur the one-time charge. Monthly-recurring version of AT&T Passport package requires a two-month minimum term commitment and then continue month-to-month until cancelled. General package terms: Compatible device with domestic postpaid wireless service required. Countries: Includes talk, text and data coverage in over 200 countries listed at att.com/globalcountries. Data: Actual data speeds vary by device and location. Data overage: If you exceed the amount of data allowance in your package, you will automatically be provided with additional data at \$50 per GB. Monthly-recurring package data allowance must be used in bill period provided or will be forfeited. Unlimited messaging: Applies only to AT&T Short Messaging Service (SMS) and Multimedia Messaging Service (MMS), and not to other messaging services or applications. Messages received are charged at domestic messaging rates. Pay-per-use rates: Apply when package expires, when traveling in excluded countries or when you have not purchased a package. General: Coverage not available in all areas. Countries and rates are subject to change. Services while roaming are not guaranteed. For additional restrictions and details, go to att.com/passport and att.com/wirelesslegal.</small>		

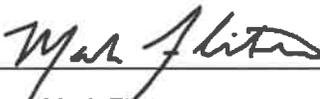
**Table 3.2
Pay-Per-Use-Rates**

Talk		Text		Data	
Canada/Mexico	\$1.00/min	Text	\$0.50/text	On Land	\$2.05/MB (\$0.002/KB)
Europe	\$2.00/min	Picture and Video	\$1.30/msg	Cruise Ships	\$8.19/MB (\$0.008/KB)
Rest of the World	\$3.00/min	Standard domestic messaging rates apply to text, picture and video messages received.		Airlines	\$10.24/MB (\$0.01/KB)
Cruise Ships	\$2.50/min			Usage is calculated in full-kilobyte increments and is rounded up to the next full-kilobyte increment.	

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 2, 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 2 as of the Amendment 2 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

BY: 
 NAME: Mark Flister
 TITLE: Sr. Contract Manager
 DATE: 03/07/2019

**VIRGINIA INFORMATION TECHNOLOGIES
AGENCY ON BEHALF OF THE
COMMONWEALTH OF VIRGINIA**

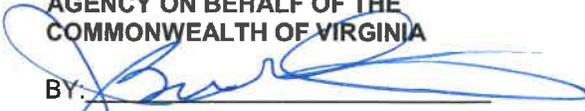
BY: 
 NAME: J.B. Edmonds
 TITLE: Telecommunications Manager - SCM
 DATE: 3/7/19

EXHIBIT A

AT&T PASSPORT SALES INFORMATION

[IMMEDIATELY FOLLOWS THIS PAGE]

For travel in the
Rest of the world



More data. More value.*

Recommended: AT&T Passport® now has everything you need to keep connected abroad. Add it before you travel and use it in over 200 countries. Good for 30 days or as long as you need it.

AT&T Passport includes:		
	\$60 one time or monthly recurring	\$120 one time or monthly recurring
Data	1GB (overage \$50/GB)	3GB (overage \$50/GB)
Talk	\$0.35/min	\$0.35/min
Text	Unlimited	Unlimited



*Compared to previous AT&T offers
If your domestic plan includes Stream Saver, it will apply to your international package or feature.
More details at att.com/stream saver.

For a list of included countries, go to
att.com/globalcountries.

att.com/passport

Pay-per-use rates



Pay-per-use rates apply when traveling without a package, in countries not included in a package or when a package expires.

Talk	Text	Data
Canada/Mexico: \$1.00/min.	Text: \$0.50/text	On land: \$2.05/MB (\$0.002/KB) For a list of countries, go to att.com/ppudatacountries .
Europe: \$2.00/min.	Picture and video: \$1.30/msg. For a list of countries, go to att.com/ppucountries .	Cruise ships: \$8.19/MB (\$0.008/KB)
Rest of the world: \$3.00/min. For a list of countries, go to att.com/ppucountries .	Standard domestic messaging rates apply to text, picture and video messages received.	Airlines: \$10.24/MB (\$0.01/KB) Usage is calculated in full-kilobyte increments and is rounded up to the next full-kilobyte increment.
Cruise ships/Airlines: \$2.50/min.		

AT&T Passport® packages: One-time charge or monthly-recurring charge applies. One-time charge packages are valid for 30 days beginning on the chosen effective date, may cross two bill cycles, and expire automatically. Packages will not be prorated if canceled on or after the chosen effective date. Packages canceled prior to chosen effective date will not incur the one-time charge. Monthly-recurring version of AT&T Passport package requires a two-month minimum term commitment. **General package terms:** Compatible device with domestic postpaid wireless service required. **Countries:** Includes talk, text and data coverage in over 200 countries listed at att.com/globalcountries. **Data:** Actual data speeds vary by device and location. **Data coverage:** If you exceed the amount of data allowance in your package, you will automatically be provided with additional data at \$50 per GB. Monthly-recurring package data allowance must be used in bill period provided or will be forfeited. **Unlimited messaging:** Applies only to AT&T Short Messaging Service (SMS) and Multimedia Messaging Service (MMS), and not to other messaging services or applications. Messages received are charged at domestic messaging rates. **Pay-per-use rates:** Apply when package expires, when traveling in excluded countries or when you have not purchased a package. **General:** Coverage not available in all areas. Countries and rates are subject to change. Services while roaming are not guaranteed. Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. For additional restrictions, rates and details, go to att.com/passport and att.com/wirelesslegal.

GENERAL WIRELESS SERVICE TERMS: Subject to Wireless Customer Agreement found at att.com/wca or, for business customers, the applicable wireless service agreement ("Business Agreement"). Service is not for resale. If AT&T does not enforce any of the terms or restrictions of its service offerings, it is not a waiver of AT&T's right to enforce those terms or restrictions. AT&T reserves the rights to enforce all terms and restrictions at any time. If AT&T determines your use of services violates any of the applicable terms or policies found in the Wireless Customer Agreement, we may in our sole discretion suspend, modify, terminate or restrict your service. **Excessive off-net usage:** You get an off-net (roaming) usage allowance for each service. If you exceed the allowance, your service(s) may be restricted or terminated. Other restrictions apply and may result in service termination. If you purchased a device that requires a term commitment, an **Early termination fee** applies if you cancel service after the first 14 days and before your term ends. Go to att.com/equipmentETF for details on what fee may apply for your 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 your 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, Regulatory Cost Recovery Charge (up to \$1.25), gross receipts surcharge, Administrative Fee and other government assessments which are not government-required charges. Additional one-time charges may apply. Go to att.com/additionalcharges for more details on other charges. **Pricing, promotions, restrictions and terms subject to change and may be modified, discontinued or terminated at any time without notice.** **Coverage:** Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info for your area, go to att.com/coverageviewer. Coverage may include areas that are served by unaffiliated carriers and not on AT&T's owned and operated network (off-net). Coverage is subject to change without notice. Service is intended for use primarily within DCA. For full service terms and conditions, go to att.com/wirelessterms or applicable Business Agreement.

©2018 AT&T Intellectual Property. All rights reserved. AT&T and Globe logo are registered trademarks of AT&T Intellectual Property.