

AMENDMENT #3
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. 3 ("Amendment 3") is entered into as of June 28, 2019 (the "Amendment 3 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 3.

Section 2. **Agreement.** In consideration of the recitals set forth in §1 of Amendment 3 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 3. Unless otherwise defined, capitalized terms in this Amendment 3 have the meanings ascribed to them in the Contract.

Section 3. **AT&T International Day Pass®.** Supplier will provide VITA and its qualified users with the AT&T International Day Pass® feature ("AT&T International Day Pass") pursuant to the terms and conditions of the Contract, and this Amendment 3 including, without limitation, the Sales Information for AT&T International Day Pass, attached hereto and incorporated herein as Exhibit A. AT&T International Day Pass (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 International Day Pass 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 the Agreement, including Amendments 1 and 2, then the terms of this Amendment 3 take precedence, solely to the extent those terms and conditions pertain to AT&T Day Pass.

Table 3.
AT&T International Day Pass Plan

Daily Recurring Charge	\$10.00
Data from your plan	In included countries
Talk	Unlimited
Text	Unlimited

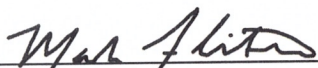
Section 4. **Renewal.** Both parties' agree to extend the Contract term to June 30, 2020.

Section 5. **Restatement of Contract.** The terms and conditions of the Contract, as modified by this Amendment 3, 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.

[TEXT ENDS HERE. SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 3 as of the Amendment 3 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

BY: 

NAME: Mark Flister

TITLE: Sr. Contract Manager

DATE: June 28, 2019

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF THE COMMONWEALTH OF VIRGINIA

BY: 

NAME: J. B. Edmonds

TITLE: Telecommunications Manager - SCM

DATE: 6/28/19

EXHIBIT A

AT&T INTERNATIONAL DAY PASS® SALES INFORMATION

[IMMEDIATELY FOLLOWS THIS PAGE]

For travel in
Europe, Latin America, the Caribbean and Asia Pacific



Pay a low daily fee to use your plan when you travel

Recommended: Take your plan to over 100 countries with **AT&T International Day Pass®**. Pay \$10 a day only on the days you use your phone. Add it once to make it available whenever you travel in included countries.

AT&T International Day Pass includes:

Data from your plan	In included countries
Unlimited talk	From included countries to included countries and the U.S.
Unlimited text	From included countries to the world

Subject to plan terms. Usage restriction: If international voice, text or data usage exceeds 50% of total voice, text or data usage for two consecutive months, this feature may be removed. 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.

Also available for Europe, Latin America,
the Caribbean and Asia Pacific

AT&T Passport®

\$60
FOR 1GB DATA

1GB of data, unlimited texting and reduced-rate calling in over 200 countries. Good for 30 days or as long as you need it. 3GB package also available.

More details at att.com/passport.



Consumer: att.com/intldaypass
Business: att.com/idpforbiz

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)
Europe:	\$2.00/min.	Picture and video:	\$1.30/msg.	For a list of countries, go to att.com/ppudatacountries	
Rest of the world:	\$3.00/min.	For a list of countries, go to att.com/ppucountries		Cruise ships:	\$8.19/MB (\$0.008/KB)
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)
Cruise ships/Airlines:	\$2.50/min.			Usage is calculated in full-kilobyte increments and is rounded up to the next full-kilobyte increment.	

INTERNATIONAL DAY PASS®: Eligible domestic postpaid wireless plan required. **Provisioning:** Must be provisioned on a per-device basis before use. Once you add this option to your device, International Day Pass will stay on your account until you remove it at att.com/myatt or by calling 800-335-4685. Business customers can remove it using the Premier online tool, by calling 800-331-0500 or by contacting their AT&T account representative. **Use and assessment of fee:** Once you add this option to your device, the first time you use data or voice, or send a text message in an International Day Pass (IDP) country, you'll automatically be charged a \$10 daily fee. The fee covers additional data, voice or text messages sent for 24 hours from the initial use in any IDP country during that period. You'll be charged an additional \$10 fee for all subsequent 24-hour periods in which you use data or voice, or send a text message on a device set up with International Day Pass in an IDP country until you cancel the service. **Incidental data usage: Apps on your device continue to use data even when you may not be aware of the usage. Such incidental data usage may trigger the \$10 daily fee. To avoid unintended use of International Day Pass, turn off the roaming feature for your smartphone or device.** **Billing:** Your International Day Pass data and voice usage will generally be applied to the monthly bill period/data amount of your domestic plan at the time it's used. However, because of the way we receive reporting from our international partners, voice or data usage may not match your exact dates of travel, and voice or data usage may be applied to your subsequent bill period. **Data:** International Day Pass lets you use data in all IDP countries without roaming charges. Data will be drawn from your domestic plan allowance. Additional or promotional data may not be available for use in destinations outside the U.S. **If your domestic plan includes Stream Saver, it will apply to your international package or feature.** Go to att.com/stream saver for more details. For a list of IDP countries, go to att.com/globalcountries. **Availability and quality of coverage and services while roaming are not guaranteed. Data coverage:** If you go over the amount of data in your qualified plan or other allowances during your bill period, overage charges and/or data speed reduction of up to 128Kbps (2G speeds) apply in accordance with the terms of your domestic plan. If your data speed is slowed, all your data use, including audio and video streaming, picture and video messaging, and other types of data use will be impacted and may not work. For devices on an unlimited data plan, AT&T may slow speeds after 22GB of data use. Go to att.com/broadbandinfo for data speed details. **Voice:** For phones, International Day Pass allows you to use the calling features of your domestic plan within and between IDP countries, and from IDP countries to the U.S. Calls and minutes of usage will be drawn from your domestic voice plan allowance. You may be charged for calls to special or premium service numbers. **Calls to other countries:** Calls from IDP countries to non-IDP countries will incur International Long Distance (ILD) charges. Per-minute pay-per-use rates apply unless you add an International Long Distance service package to the device making the calls. Rates subject to change without notice. To see what it costs, go to att.com/worldconnect. **Unlimited text:** Standard messaging for phones requires that your domestic plan includes texting. Includes an unlimited number of messages up to 1MB in size within and from an IDP country to more than 190 countries for text messages, and more than 120 countries for picture and video messages. We may add, change and remove included countries at our discretion without notice. Messages sent through applications like iMessage or Hangouts may incur data or other charges. For details, go to att.com/text2world. **Usage restrictions:** If international voice, text or data use exceeds 50% of total voice, text or data usage for two consecutive months, the IDP feature may be removed. **Service restrictions:** Not available for wireless home phone services, Connected Vehicles or Connected Devices. Pay-per-use international rates will apply. International use aboard cruise ships is not included. **Canada and Mexico:** You won't be charged the \$10 fee for International Day Pass in Canada or Mexico if you have a domestic plan or an international coverage option that includes usage in Canada or Mexico at no additional charge. **AT&T Passport®:** For devices with an active International Day Pass and an AT&T Passport plan, International Day Pass charges will apply in IDP countries even if you have AT&T Passport. Data, voice and text from AT&T Passport can't be used to avoid voice and data overage charges incurred in IDP countries. **General:** Subject to Wireless Customer Agreement (at att.com/wca) or, for business customers, the applicable wireless service agreement ("Business Agreement"). Availability, quality of coverage and services while roaming are not guaranteed. Additional restrictions may apply. Feature can't be resold or used for fraudulent purposes. Pricing, fees, promotions and terms subject to change, and may be modified, terminated or discontinued at any time without notice.

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.

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