

**AMENDMENT #7
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. 7 ("Amendment 7") is entered into as of Feb 3, 2020 (the "Amendment 7 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 7.

Section 2. Agreement. In consideration of the recitals set forth in §1 of Amendment 7 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 7. Unless otherwise defined, capitalized terms in this Amendment 7 have the meanings ascribed to them in the Contract.

Section 3. Additional Data Plans. The Parties acknowledge and agree that §5 of Exhibit A to the Contract is hereby modified to include the following:

**TABLE 5
DATA PLANS**

Business Pooled Nation Pooled Data 1GB Plan	\$15.30 Monthly Service Charge	
Business Pooled Nation Pooled Data 2GB Plan	\$25.50 Monthly Service Charge	
Additional Domestic Data Usage \$10.00/GB		

Section 4. Additional FirstNet Plans. The Parties acknowledge and agree that §12 of Exhibit A to the Contract is hereby deleted and replaced with the following:

Section 12. Custom FirstNet Mobile Plans.

12.1 Custom FirstNet Mobile Plans – Agency Paid. Provided VITA remains in full compliance with the terms and conditions of the Contract, and subject to all corresponding conditions set forth in this §12 (including all sub-sections and Tables), Supplier will provide VITA and its eligible CRUs the custom FirstNet Mobile Plans described in this §12 (collectively, 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 incorporated into the previous Amendment 6 as Attachment 1 (the "FirstNet Service Guide"). To the extent of any material conflict between the terms and conditions of the Contract or this section and the FirstNet Service Guide, this §12 will control. The FirstNet Service Guide provides

a description of the services offered by Supplier under the Contract, including, but not limited to, eligibility, benefits, options, and limitations of the service offerings applies solely to any and all FirstNet Plans provided in the Contract. The Service Guide does not, and is not intended to, modify, or change any provisions of the Contract. Not all services listed or mentioned in the FirstNet Service Guide are provided under the Contract. Inclusion of any particular service offering of feature in the FirstNet Service Guide does not obligate VITA to offer such service or feature now or at any point in the future. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will only be provided if VITA's account is active and in good standing. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Contract, nor any other discounts or promotions otherwise available to Supplier's customers. For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge (at times, "MSC") will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice. VITA will provide Supplier the names of two of its employees who will provide top-level Local Control Portal administration. These designated individuals will establish accounts for a Billing Account Number ("BAN") Administrator(s) who will be responsible for, and limited to functions that do not impact end user bills. Except in time of emergency, bill impacting changes must go through normal ordering channels.

**TABLE 12.1
CUSTOM FIRSTNET MOBILE UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only devices
MONTHLY SERVICE CHARGE	\$45.89	\$40.79	\$37.73

**TABLE 12.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Pooled Data for Feature Phones, for use with 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 MSC	\$26.51 MSC	\$33.65 MSC

**TABLE 12.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

Add-a-Line for use with an unsubsidized device	\$10.99 MSC
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**TABLE 12.4
CUSTOM FIRSTNET MACHINE-TO-MACHINE POOLED PLANS**

	2MB	5MB	10MB
Monthly Service Charge	\$4.08	\$5.10	\$6.12

**TABLE 12.5
CUSTOM FIRSTNET EPTT BOLT-ON PLAN**

FirstNet EPTT Plan	\$2.04 Monthly Service Charge
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Section 5. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 7, 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 7 as of the Amendment 7 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

BY: 

NAME: Mark Elster

TITLE: Sr. Contract Manager

DATE: 020320

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

BY: 

NAME: J. B. Edmonds

TITLE: Telecommunications Manager - SCM

DATE: 2/3/20