

**AMENDMENT #12
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. 12 ("Amendment 12") is entered into as of November 11, 2020 (the "Amendment 12 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 12.

Section 2. Agreement. In consideration of the recitals set forth in §1 of Amendment 12 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 12. Unless otherwise defined, capitalized terms in this Amendment 12 have the meanings ascribed to them in the Contract.

Section 3. Student eLearning Offer. Provided VITA remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §3, AT&T will provide VITA and its eligible CRUs the AT&T Special DataConnect for Education Plan, together with either of the content filtering products set forth in Tables 3.1 and 3.2, respectively, and described herein and in the corresponding Sales Information attached hereto, in Exhibit A, and made a part hereof (the "Student eLearning Offer"). The Student eLearning Offer is not available to IRUs. In accordance with the Agreement, the Student eLearning Offer is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. The Student eLearning Offer is available for a limited time and is subject to equipment availability. The Student eLearning Offer is 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. 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 Student eLearning Offer is only available if VITA's account is active and in good standing with respect to the applicable CRU.

**Table 3.1
Student eLearning Offer with Enterprise Traffic Protector**

Plan	Monthly Service Charge
AT&T Special DataConnect for Education Plan	\$14.00
Enterprise Traffic Protector	\$1.00


Table 3.2
Student eLearning Offer with AccessMyLan

Plan	Monthly Service Charge
AT&T Special DataConnect for Education Plan	\$14.00
AccessMyLan™	\$6.00

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 12, 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 12 as of the Amendment 12 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

BY: 
NAME: Mark Flister
TITLE: Sr. Contract Manager
DATE: 11/11/2020

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


BY: 
NAME: JB Edmonds
TITLE: Telecommunications Manager - SCM
DATE: 11/11/2020

EXHIBIT A

STUDENT PROGRAM

1. Student Participation in Program. Pursuant to the terms and conditions of the Agreement, and subject to the terms and conditions of this Exhibit A, Contractor authorizes K-12 Students and College Students to participate in the Agreement as CRUs. At times, both K-12 Students and College Students may be referred to herein as "Students". Students may not receive the Student eLearning Offer as IRUs.

1.1 K-12 Student. The term "K-12 Student" means an individual currently enrolled as a full-time kindergarten through twelfth grade student in Purchasing Entity's state at: (a) a government-funded kindergarten through twelfth grade public school; or (b) an accredited privately funded school or charter school.

1.2 College Student. The term "College Student" means an individual currently enrolled as a student in Purchasing Entity's state at an accredited two or four-year university, college or community college.

2. Internet Safety Policy. Each Purchasing Entity hereunder represents and warrants that it has, and will maintain during the term of the Agreement, an Internet Safety Policy that addresses the following: (a) access by minors to inappropriate matter on the Internet and the World Wide Web; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access including "hacking" and other unlawful activities by minors online; (d) unauthorized disclosure, use and dissemination of personal information regarding minors; and (e) measures designed to restrict minors' access to materials harmful to minors.

3. Consents and Notices.

3.1 Parental Consents. Each Purchasing Entity hereunder is responsible for obtaining from each Student's legal guardian any and all consents necessary for access to and use of the Equipment and Service by the Student.

3.2 Additional Notices.

3.2.1 Notices Regarding Service and Equipment. Each Purchasing Entity hereunder will advise the legal guardian of each Student that the legal guardian must read all Sales Information concerning Service and use of the Equipment, including, without limitation, the Welcome Guide, Plan and feature brochures, coverage maps, Contractor's Privacy and Acceptable Use policies, and other materials related to Equipment and accessories. Purchasing Entity will also provide to the legal guardian of each such Student, and advise the legal guardian to read, any additional materials and consumer information reasonably requested by Contractor from time to time to be so provided.

3.2.2 Notices Regarding Location-Based Services. Each Purchasing Entity hereunder will advise the legal guardian of each of its Students that (a) the Equipment used by such Student may be location-enabled, and (b) the legal guardian must read the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Applications offered by Contractor or third parties may allow Equipment used by Students to be tracked. In the event a Purchasing Entity or one of its K-12 Students downloads any such tracking application to Equipment used by a Student, that Purchasing Entity will provide clear and conspicuous notice to the legal guardian of such Student. Purchasing Entities will also ensure that their Students are not able to download such tracking applications themselves.

4. E-Rate Funding. If a Purchasing Entity intends to seek E-Rate funding for the Service made the basis of the Agreement, such Purchasing Entity is solely responsible for determining the proportion of the Service that is eligible for E-Rate discounts. To the extent Purchasing Entity relies upon Contractor to invoice USAC for the discounted portion of the Service, Purchasing Entity is responsible for providing the correct cost allocation information to Contractor for purposes of properly invoicing the Service.

AT&T Special DataConnect for Education

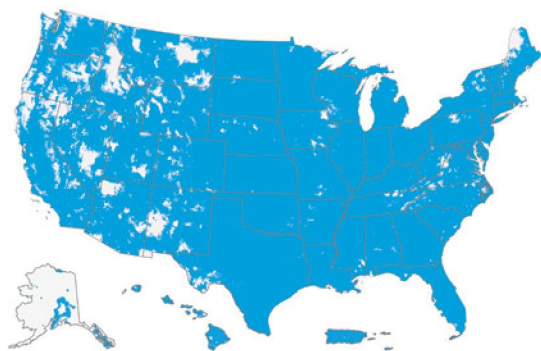
Wireless data plans for your school's eligible data-only devices.

AT&T Special DataConnect for Education plans ¹	
Data	Unlimited
Data restriction	After 50GB, AT&T may temporarily slow speeds if the network is busy
Eligible devices ²	Tablets, iPads, laptops, aircards, and mobile hotspot devices
Per month (monthly service charge)	\$50

Taxes, fees & other charges extra.

¹ Available beginning 10/01/20. For Domestic Coverage Area only. Each plan is limited to 1 line and requires a compatible device (sold Separately). Plans may be used for student eLearning and other educational purposes only.

² Plans may only be used with eligible 4G LTE devices that are purchased at full price or with a qualified installment agreement or that are "bring your own".



-  AT&T coverage area
-  No service area

Map shows approx. outdoor coverage in domestic licensed/roaming areas. Actual coverage may differ. Service not avail. everywhere. See att.com/coverageviewer for coverage details. For add'l info on 5G or 5G+, see att.com/5Gforyou.

AT&T SPECIAL DATACONNECT FOR EDUCATION PLANS: THESE PLANS ARE NOT AVAILABLE UNTIL 10/01/20 Prices are for service only. **Eligibility:** Available only to K-12 schools, colleges and universities with a qualified wireless service agreement (**Qualified Agreement**). For Corporate Responsibility User (**CRU**) lines of service only. **Devices:** For use only with eligible 4G LTE data-only devices that are purchased separately (either at full price or with qualified installment plan) or that are "bring your own". Other data-only devices and voice-capable devices (such as smartphones, feature phones (basic or quick messaging) and connected wearables) are not eligible. **DATA:** For use in the United States (**Domestic Coverage Area or DCA**). **DATA RESTRICTION: After 50 GB of data usage on a line in a bill cycle, for the remainder of the cycle, AT&T may temporarily slow data speeds on that line during times of network congestion. VIDEO STREAMING:** Plan is not eligible for Stream Saver. For content we can identify as video, wireless streaming speed will be slowed to Standard Definition quality (max 1.5 Mbps, about 480p). Video speed is capped at Standard Definition regardless of network device is on (for example, 4G LTE). Ability to stream, video resolution, and other data usage (including speed) are not guaranteed, may vary, and may be affected by a variety of other factors. **MOBILE HOTSPOT/TETHERING:** is allowed with compatible mobile hotspot devices only. Mobile hotspot performance may vary depending on the number of devices connected, proximity and other factors. The number of devices you can connect to a mobile hotspot device depends on its capabilities. If you don't use a password, others will be able to use your mobile hotspot connection. **WI-FI ACCESS:** Access to AT&T Wi-Fi Basic for Wi-Fi enabled compatible devices is included. Wi-Fi Basic terms and conditions apply; see att.com/attwifitosaup for details. International Wi-Fi access is not included. **MISCELLANEOUS:** Plans not available for purchase in retail stores and select other locations. **International Roaming:** Monthly plan prices do not apply to data usage outside the DCA. Pay-per-use rates will apply when roaming outside the DCA unless you add an international data package. For current pay-per-use rates, see att.com/intlppurates. For available international data packages, see att.com/global. Roaming requires a compatible device and may be at 2G speeds. **Qualified Agreement Discounts:** Plans are not eligible for any CRU service discount described in your Qualified Agreement.

All offers, promotions, pricing, terms, restrictions & conditions are subject to change & may be modified, discontinued or terminated at any time without notice.

Questions on accessibility by persons with disabilities:
866.241.6568

GENERAL WIRELESS SERVICE TERMS: Subject to applicable Qualified Agreement. Service is not for resale & is intended for use within the Domestic Coverage Area. 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 right to enforce all terms and restrictions at any time. If AT&T determines your use of the services violates any of the applicable terms or policies found in the applicable Qualified Agreement, we may in our sole discretion suspend, modify, terminate or restrict your service. **COVERAGE:** Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info for your area, check wireless.att.com/coverageviewer. Coverage may include areas that are served by unaffiliated carriers & not on AT&T's owned and operated network (off-net). Coverage is subject to change without notice. **OFF-NET USAGE:** International and domestic off-net (roaming) data usage may be at 2G speeds. **Excessive Off-Net Usage:** You get an off-net (roaming) usage allowance for your service. If you exceed the allowance, your service may be restricted or terminated. **OTHER RESTRICTIONS & FEES:** Other restrictions apply and may result in service termination. If you purchased a device that requires a term commitment, an **Early Termination/Cancellation Fee** applies if you cancel CRU service after the first 30 days and before the CRU service term ends. See att.com/equipmentETE for details on what fee may apply for your device and how the fee is prorated over time. **Activation/upgrade fee** (up to \$45) per line & deposit may apply. Credit approval may be required. Line and purchase limits may apply. 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. **Additional Monthly Fees & Taxes:** Apply per line & include Regulatory Cost Recovery Charge (up to \$1.50), Administrative Fee (\$1.99), & other fees which are not government-required surcharges (including without limitation a Property Tax Allotment surcharge of \$0.20-\$0.45 applied per CRU's assigned number), as well as taxes. Additional one-time charges may apply. See att.com/mobilityfees for more details. For full service terms and conditions, see your Qualified Agreement.

For deaf/hard-of-hearing customers:
(TTY) 866.241.6567

