

**AMENDMENT #22 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. 22 ("Amendment 22") by and between AT&T Mobility National Accounts LLC ("Supplier") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") is effective when signed by both VITA and Supplier (the "Amendment 22 Effective Date"). 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 22.

Section 2. Agreement. In consideration of the recitals set forth 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 22. Unless otherwise defined, capitalized terms in this Amendment 22 have the meanings ascribed to them in the Contract.

Section 3. FirstNet Standard Plans; FirstNet Special Plans; Business Enhanced Plans, and Custom Equipment. Supplier will provide VITA Authorized Users the custom offers described in this §3 (collectively, the "Custom Offers"), and are available for the term of the Contract. The FirstNet Special Plans and the Business Enhanced Plans are NOT eligible for any discount provided under the Contract, nor any other discounts or promotions otherwise available to Supplier's customers. Notwithstanding any order of precedence provisions in the Contract to the contrary, to the extent of any conflict between the terms and conditions of this §3 and the applicable Service Guides, and applicable Sales Information, this §3 will control.

3.1 Express Condition to Receive Custom Offers. In order to receive the Custom Offers, VITA must activate and maintain ten thousand (10,000) new smartphone lines of Service on or before June 30, 2025. AT&T will provide VITA the 10,000+ custom pricing upon Amendment signature.

3.2 FirstNet Special Plans. Supplier will provide VITA the ability to purchase the FirstNet Special Enhanced Plans and FirstNet Special Standard Plans described in Table 3A below (collectively, the "FirstNet Special Plans"). Except as provided below, the FirstNet Special Plans are subject to and provided in accordance with the Contract and the AT&T FirstNet Solution Service Guide (the "Service Guide"). The FirstNet Special Plans are available to authorized end users described in the Service Guide and are limited to VITA's eligible CRUs who perform the job duties related to VITA's approved FirstNet use cases.

3.3 Business Enhanced Plans. Supplier will provide VITA the ability to purchase the Business Enhanced Plans described in Table 3A below (collectively the "Business Enhanced Plans"). Except as modified below, the Business Enhanced Plans are subject to and provided in accordance with the Business Enhanced Plan's terms and conditions set forth in the Contract, and applicable Sales Information and Service Publications.

3.4 Custom Equipment Pricing. Supplier will provide VITA the ability to purchase the qualified equipment pursuant to Table 3B below (the "Custom Equipment Pricing"). To be eligible for Custom Equipment Pricing, VITA must, during the term of the Contract: (a) Purchase the Qualified Device from Supplier for a new or upgrade-eligible existing line of Service on the corresponding Plan; and (b) activate such new line of Service on, or migrate such existing line of service, to the Plan.

TABLE 3A
Tiered FirstNet Special Plans and Business Enhanced Plans

		FirstNet Mobile Special Enhanced	FirstNet Mobile Special Standard	Business Enhanced Advanced Select	Business Enhanced Plus Select
Tier: 10,000+ Smartphones	Standard Price	\$65.00	\$55.00	\$55.00	\$50.00
	Modifier	\$27.00	\$27.00	\$17.00	\$22.00
	Net Price	\$38.00	\$28.00	\$38.00	\$28.00
	Activation Credit (per month over 24 months)	\$12.50	\$8.33	\$12.50	\$8.33
	Net Price for new lines of Service with credits	\$25.50	\$19.67	\$25.50	\$19.67
Tier: 1-9,999 Smartphones	Standard Price	\$65.00	\$55.00	\$55.00	\$50.00
	Modifier	\$23.00	\$23.00	\$13.00	\$18.00
	Net Price	\$42.00	\$32.00	\$42.00	\$32.00
	Activation Credit (per month over 24 months)	\$4.17	\$4.17	\$4.17	\$4.17
	Net Price for new lines of Service with credits	\$37.83	\$27.83	\$37.83	\$27.83
AT&T will provide VITA the 10,000+ custom pricing upon Amendment signature. Offer requires 10,000 new smartphone lines of active Service on or before June 30, 2025 or customer rate defaults to the 1-9,999 tier rate going forward without prior period rate adjustments. Plan price for customer-owned or customer provided devices is \$10.00 less than Net Price.					

TABLE 3B
Custom Equipment Pricing

Qualified Device*	Qualified Plan	Custom Equipment Price**	Eligibility Requirements
Smartphone with an- undiscounted retail price of \$449.00 or less	FirstNet Mobile Special Unlimited Standard Select or Business Enhanced Plus Select	\$0.99	Activate such new CRU line of Service on, or migrate such existing CRU line of service to, a Qualified Plan.
Smartphone with an undiscounted retail price of \$699.00 or less	FirstNet Mobile Special Unlimited Enhanced or Business Enhanced Advanced Select	\$0.99	Activate such new CRU line of Service on, or migrate such existing CRU line of service to, a Qualified Plan.
*Subject to availability. **Custom Equipment Price does not include applicable taxes on the undiscounted retail price of the Qualified Device, which will be due at sale, and may not be combined with other Equipment-related discounts or other offers. Minimum upgrade term is 24 months. Any new device purchased from the Supplier shall be capable of running the manufacturer's latest operating system.			

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 22, 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 Amendment 22 as of the Amendment 22 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

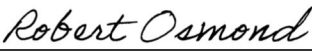
BY: 

NAME: Mark Flister

TITLE: Sr. Contract Manager

DATE: 02/14/2024

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

BY: 

NAME: Robert Osmond

TITLE: Chief Information Officer

DATE: 2/15/2024