

**AMENDMENT TO PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #S1907**

PARTICIPANT: STATE OF SOUTH DAKOTA CONTRACT NO: 16371

This Amendment No. 1 ("Amendment 1") is entered into as of 18th day of January, 2018 (the "Amendment 1 Effective Date") by and between the STATE OF SOUTH DAKOTA ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract, #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

1.2 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated June 13, 2012, as amended (the "PA").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 1.

Section 2. Agreement. In consideration of the recitals set forth in §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, Participant and Contractor hereby agree to the terms and conditions of this Amendment 1. Unless otherwise defined, capitalized terms in this Amendment 1 have the meanings ascribed to them in the Contract and the PA. At times, the Contract, the PA, and this Amendment 1 are referred to collectively herein as the "Agreement."

Section 3. Custom FirstNet Mobile Plans. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described herein (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans' corresponding Sales Information, which is incorporated herein by reference. 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 Custom FirstNet Mobile Plans will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are 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.

**TABLE 3.1
CUSTOM FIRSTNET MOBILE PLANS-UNLIMITED PLANS**

FIRSTNET-Voice Only	Standard (2-Year List Pricing)	Approved Pricing
FIRSTNET Feature Phone Unlimited Voice	\$31.00 per month per device	\$24.99 per month per device
FIRSTNET Smartphone Bundles (Voice/Data/Text)		
Unlimited Standard for Smartphones	\$50.00 per month per device	\$41.99 per month per device
Unlimited Enhanced for Smartphones	\$60.00 per month per device	\$51.99 per month per device
Unlimited Data-(Data only Devices)	\$40.00 per month per device	\$36.80 per month per device

*The corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in Table 3.1 will be achieved via application of a modifier also reflected on the invoice.

Section 4. Custom ePTT (Enhanced Push to Talk) Mobile Plans. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §4 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the Custom ePTT Mobile Plans described herein (the "Custom ePTT Mobile Plans"). The Custom ePTT Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding ePTT Mobile Plan. The Custom ePTT Mobile Plans are not available to IRUs. In accordance with the Agreement, the Custom ePTT Mobile Plans are subject to the applicable, standard Custom ePTT Mobile Plans corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §4 and the applicable Sales Information, this §4 will control. Notwithstanding the foregoing, the Custom ePTT Mobile Plans will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom ePTT Mobile Plans are 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.

**TABLE 4.1
CUSTOM ePTT (ENHANCED PUSH TO TALK) MOBILE PLANS**

Enhanced Push to Talk	Standard (2-Year List Pricing)	Approved Pricing
ePTT only Feature Phone	\$22.00 per month per device	\$18.00 per month per device
ePTT Add-On Voice Plans	\$5.00 per month per device	\$2.00 per month per device

*The corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in Table 4.1 will be achieved via application of a modifier also reflected on the invoice.

Section 5. Activation Credit. AT&T will provide Participant a one time \$100 activation credit for any new CRU activation that activates Service on any 2- year CRU Service Commitment Term with a corresponding FirstNet Smartphone Plan with a monthly reoccurring charge of \$50 per month or greater. This offer will be available for one hundred and eighty (180) days after the effective date of this Amendment 1. Credits will be applied with within two (2) billing cycles following the issuance of the credit and the CRU must be active and on service to receive the credit.

Section 6. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 1, are hereby restated and ratified by Contractor and Participant. 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 1 as of the Amendment 1 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

STATE OF SOUTH DAKOTA

By: Jack Wildermuth

By: [Signature]

Name: Jack Wildermuth

Name: Steven L. Berg

Title: Senior Contract Manager

Title: Director of Procurement

Date: 1/19/2018

Date: 1/18/2018